



# **GALVESTON COUNTY, TEXAS**

**COMMISSIONERS COURT** 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry      Ryan Dennard      Kevin O'Brien      Stephen Holmes      Ken Clark  
County Judge    Commissioner, Precinct 1    Commissioner, Precinct 2    Commissioner, Precinct 3    Commissioner, Precinct 4

## **SPECIAL MEETING-AGENDA**

**October 21, 2013 – 1:30 PM**

**CONSENT AGENDA:** ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

## **REGULARLY SCHEDULED MEETING**

### **WORKSHOP AGENDA - 1:30 P.M.**

**Commissioners Court Workshop Meeting Room**

### **Call to Order**

1. Discuss county insurance coverage's.
2. Adjourn Workshop Meeting.

## **REGULARLY SCHEDULED COMMISSIONERS COURT MEETING**

**Convenes Immediately Following Workshop**

**Commissioners Court Courtroom**

### **Consent Agenda**

- \*1. Submitted by the Auditor's Office:
  - a. Order for Supplemental Payroll period ending 10/9/13.
- \*2. Consideration of *approval of statement of work with Summit 7* submitted by Information Technology.
- \*3. Consideration of *authorizing the County Judge to sign Notice of Termination of eFiling Services for Galveston County, District Clerk and Galveston County, County Clerk* submitted by Information Technology.
- \*4. Consideration of approval of the following Budget Amendment:
  - a. 14-011-1021-A  
**Constable Precinct #8-** Request to restore a reserve constable position with zero

effect on budget.

### **Action Agenda**

5. County Legal

- a. Consideration of the costs and benefits of property and casualty coverage for County property, various proposals for property and casualty insurance coverage for County property presented by Galveston Insurance Agency, and whether to authorize the County Judge to accept any such proposal approved by Commissioners' Court.
- b. Consideration of the costs and benefits of purchasing public official bonds, surety bonds, and errors and omissions coverage for county officials and employees.

6. Professional Services

- a. Consideration of executing the Tri-Party agreements between Galveston County, the contractors, and homeowners participating in the Severe Repetitive Loss (SRL) Program for the following addresses submitted by the Grants Manager:
  1. 3525 Elm Drive Dickinson, TX
  2. 1309 8th Street San Leon, TX.
  3. 705 Doral Court Friendswood, TX.
- b. Consideration of the following Budget Amendments:
  1. 13-091-1021-A  
**General Government-** Request to fund additional expenditures in redistricting litigation.
  2. 14-013-1021-C  
**District Attorney-** request for an intra-departmental transfer to cover travel for DA staff to interview witnesses.

### **Adjourn**

### **Appearances before Commissioners Court**

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

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AGENDA ITEM #1.a.

## ORDER

On this the 21st day of Oct. 2013, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge  
Ryan Dennard, Commissioner, Precinct No. 1  
Kevin D. O'Brien, Commissioner, Precinct No. 2  
Stephen Holmes, Commissioner, Precinct No. 3  
Ken Clark, Commissioner, Precinct No. 4 and  
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had to-wit:

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO. 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Oct. 9th, 2013 and being salary warrant number **PY0335248**. The gross amount of such warrants are estimated: \$1,138.76 for Supplemental Payroll #721, 2013.

UPON MOTION OF COUNTY COMMISSIONER \_\_\_\_\_ AND SECONDED

BY COMMISSIONER \_\_\_\_\_ THE ABOVE ORDER WAS PASSED THIS \_\_\_\_ DAY

OF \_\_\_\_\_, 2013 with \_\_\_\_ votes cast in favor thereof and \_\_\_\_ votes cast against.

COUNTY OF GALVESTON, TEXAS

\_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

RECOMMENDED:

  
\_\_\_\_\_  
Randall Rice, CPA  
County Auditor  
Galveston County

AGENDA ITEM #2.



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 10/04/2013		2. Contract Type: <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other			3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: AnchorPoint support hours, technical and operational support for the SharePoint Server 2010 architecture.							
7. IFAS PEID No: 714542		8. IFAS Req No: CR400279		9. Orgkey: 1101159102		10. Object Code: 5481000	
11. Vendor: Summit 7 Systems Inc.				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="radio"/> Yes <input type="radio"/> No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services	5481000	\$72,000.00	\$90,000.00				
22. Totals:		\$72,000.00	\$90,000.00	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/21/13		Auto Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		Bid No: N/A			
Contract End Date: 10/20/14		Contract # Issued By Purchasing: CM13240					

additional support hrs  
additional yr of term  
from execution

Approved By:	Signature	Date
Department Head:		10/4/2013
Purchasing Agent:		10-17-2013
County Legal:		10/18/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		10/17/2013
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		



## Badger, Joseph

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**From:** Patrick Fleming <patrick.fleming@summit7systems.com>  
**Sent:** Thursday, October 17, 2013 4:33 PM  
**To:** Badger, Joseph  
**Subject:** Re: Signed and modified per your request

I authorized the removal of the language on page 5 referring to contract expiration after 12 months.

Sent from my iPad

On Oct 17, 2013, at 4:49 PM, "Badger, Joseph" <[Joseph.Badger@co.galveston.tx.us](mailto:Joseph.Badger@co.galveston.tx.us)> wrote:

Great, thanks. Here we go!

**Joseph Badger (x2646)**  
**SharePoint Administrator, IT**

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**From:** Patrick Fleming [<mailto:patrick.fleming@summit7systems.com>]  
**Sent:** Thursday, October 17, 2013 3:47 PM  
**To:** Badger, Joseph  
**Subject:** Signed and modified per your request

Good luck!

Patrick Fleming / Vice President of Business Development / [patrick.fleming@summit7systems.com](mailto:patrick.fleming@summit7systems.com) /  
Mobile: 256.426.8153 Office: 256.429.3349  
[Watch the Video!](#)  
<image001.jpg><image002.png>

## Michaels, Lauren

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**From:** Badger, Joseph  
**Sent:** Friday, October 18, 2013 11:48 AM  
**To:** Michaels, Lauren  
**Subject:** FW: Version 3 - Please Confirm

Joseph Badger (x2646)  
SharePoint Administrator, IT

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**From:** Patrick Fleming [<mailto:patrick.fleming@summit7systems.com>]  
**Sent:** Thursday, October 17, 2013 5:08 PM  
**To:** Badger, Joseph  
**Subject:** Re: Version 3 - Please Confirm

Confirmed.

**Patrick Fleming** / Vice President of Business Development  
[/patrick.fleming@summit7systems.com](mailto:patrick.fleming@summit7systems.com) / **Mobile: 256.426.8153** **Office: 256.429.3349**  
**Watch the Video!**

On Oct 17, 2013, at 6:04 PM, "Badger, Joseph" <[Joseph.Badger@co.galveston.tx.us](mailto:Joseph.Badger@co.galveston.tx.us)> wrote:

Patrick,

Please find the attached updated contract. I have removed the language from page 5 referring to contract expiration after 12 months by manually scratching the language out. Please confirm that this is sufficient and what was authorized.

Thanks,

Joseph

## Joseph Badger

System Administrator, SharePoint  
Galveston County Information Technology  
Direct (409) 765-2646  
IT-RMO (409) 766-2541  
[joseph.badger@co.galveston.tx.us](mailto:joseph.badger@co.galveston.tx.us)

<image001.png>

<Galveston County AnchorPoint 09-26-2013v3.pdf>



INFORMATION  
TECHNOLOGY

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## 5WH- ANCHORPOINT SUPPORT

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**What:** Summit 7 AnchorPoint Support

**Who:** Joseph Badger

**Where:** IT

**When:** October 1, 2013

**Why:** Technical and operational support for the SharePoint Server 2010 architecture

**How:** Hours will be utilized for any support or maintenance that cannot be performed internally.

Planned	Item	Qty	Unit \$	Total \$
Costs:	AnchorPoint Support Hours	520	\$125	\$65,000
	AnchorPoint Intranet Build-out Hours	200	\$125	\$25,000

**Total: \$90,000**

**Charge to:** 1101159102548100

**Submitted by:** Joseph Badger **Date:** 10/1/13

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
IT Director / Assistant IT Director

# Galveston County Information Technology

## Call Report - Call Number 63934

Call Details as at 3:38:57 PM, 10/3/2013

### Call Details

<b>Type:</b>	Request/Service	<b>Customer:</b>	Badger, Joseph
<b>Call Ref/Job Ref:</b>	/	<b>Customer VIP Status:</b>	Unspecified
<b>IPK Status:</b>	Service Request	<b>Telephone:</b>	409-765-2646
<b>IPK Stream:</b>	Default	<b>Organization:</b>	Information Technology
<b>Service:</b>	PURCHASE REQUEST	<b>Location:</b>	Courthouse Main
<b>Config Item:</b>	PURCHASING PO	<b>Logged By:</b>	Badger, Joseph
<b>Outage Created:</b>	N	<b>Current Officer:</b>	Michaels, Lauren
<b>Call Priority:</b>	Low	<b>Current Group:</b>	Administration
<b>Call State:</b>	Open	<b>Forward to Officer:</b>	
<b>Call Status:</b>	Forward to 2nd level support	<b>Forward to Group:</b>	
<b>Call Physical Status:</b>	In Progress		
<b>Call Description:</b>	Request for purchase of 520 AnchorPoint Support hours as well as 200 AnchorPoint Intranet Build-Out hours.		

### Call Dates, Times and Expenses

<b>Logged:</b>	10/2/2013 4:50:00 PM	<b>Time Solving:</b>	0 hrs 36 mins	<b>Total Expenses:</b>	\$0.00
<b>Last Action:</b>	10/3/2013 3:38:30 PM	<b>Downtime:</b>	22 hrs 48 mins		

### Objects

Object Name	Upload/Update Date	Description	Security Profile
eQuote_Sum7_FY14 AP Hours.pdf	10/3/2013 12:45:04 PM		Unspecified

### Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
10/2/2013 5:10:50 PM	Badger, Joseph	N	Unspecified	[Call Updated]  Sent myself the scanned file but have yet to receive it. I will resend tomorrow.
10/2/2013 5:10:54 PM	Badger, Joseph	N	Unspecified	[Call Deferred : In progress] [In progress]
10/3/2013 12:40:53 PM	Badger, Joseph	N	Unspecified	[Call Actioned by Badger, Joseph]
10/3/2013 12:44:37 PM	Badger, Joseph	N	Unspecified	[Object eQuote_Sum7_FY14 AP Hours.pdf Uploaded]
10/3/2013 12:44:37 PM	Badger, Joseph	N	Unspecified	[Call Updated]
10/3/2013 12:45:15 PM	Badger, Joseph	N	Unspecified	[Call Forward Internally to Group (Administration)] [Forward to 2nd level support]
10/3/2013 1:00:05 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
10/3/2013 1:00:20 PM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
10/3/2013 3:38:30 PM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]

**eQuote****eQuote Number: 228**Payment Terms:  
Expiration Date: 10/31/2013**Quote Prepared For**

**Joseph Badger**  
**Galveston County, Texas**  
722 21st Street  
Galveston, TX 77550  
United States  
Phone: (409) 765-2646  
Joseph.Badger@co.galveston.tx.us

**Quote Prepared By**

**Patrick Fleming**  
**Summit 7 Systems**  
300 Voyager Way, Suite 300  
Huntsville, AL 35806  
United States  
Phone: 256-429-3349  
Fax:  
patrick.fleming@summit7systems.com

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	UNIT DISCOUNT	ADJUSTED UNIT PRICE	EXTENDED PRICE
<b>One-Time Items</b>						
1)	520	AnchorPoint Technical Support AnchorPoint Support	\$190.00	\$65.00	\$125.00	\$65,000.00
2)	200	AnchorPoint Intranet Department Site Build Services AnchorPoint Support	\$190.00	\$65.00	\$125.00	\$25,000.00
<b>One-Time Total</b>						<b>\$90,000.00</b>
<b>Comment:</b>					<b>SubTotal</b>	<b>\$90,000.00</b>
					<b>Total</b>	<b>\$90,000.00</b>

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_



## AnchorPoint Support Statement of Work



Version 1.1  
**26 September 2013**

Presented by:  
**Patrick Fleming**

Summit 7 Systems, Inc.  
300 Voyager Way, Suite 300  
Huntsville, AL 35806  
(256) 585-6868  
[www.summit7systems.com](http://www.summit7systems.com)



## Project Overview and Contact Information

Client Name	Galveston County
Client's Point of Contact	Joseph Badger 722 21st Street Galveston, TX 77550 (P) (409) 765-2646 <a href="mailto:Joseph.Badger@co.galveston.tx.us">Joseph.Badger@co.galveston.tx.us</a>
Project Name	AnchorPoint Remote Support
Engagement Duration	Not to exceed 720 hours, 12 Months from Date of Signing for AnchorPoint
Engagement Location	Remote
Summit 7 Systems Main Point of Contact	Patrick Fleming <a href="mailto:Patrick.Fleming@summit7systems.com">Patrick.Fleming@summit7systems.com</a> 256.426.8153 mobile 256.429.3349 office



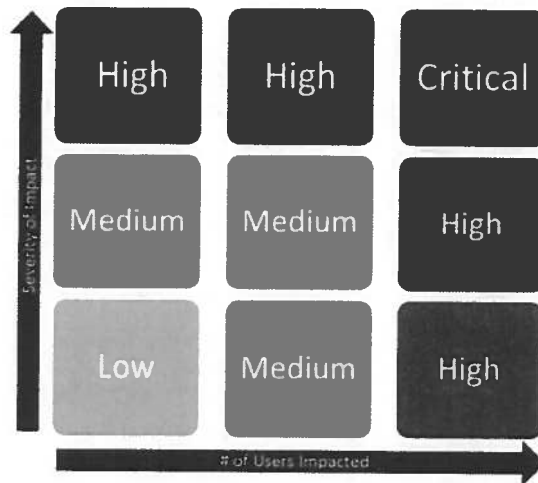
## AnchorPoint Statement of Work

Summit 7 Systems will provide Operational and Maintenance support services to the Client.

1. Summit 7 Systems will provide support remote support via email, telephone, conference line or Live Meeting as requested.
2. Summit 7 Systems will provide escalation to Microsoft PSS if there is an issue or bug that the Summit 7 Systems AnchorPoint team cannot resolve. Summit 7 Systems will provide the Microsoft PSS call at **no charge** to the client.
3. This Statement of Work covers only items typically identified as Operations and Maintenance or day-to-day support. A listing of standard AnchorPoint tasks is listed at the bottom of the SoW for your convenience.
4. Client will submit all tickets through the customer portal located at this address:

<https://ww5.autotask.net/ClientPortal/Login.aspx?ci=500135>

5. Client will choose an account administrator and that individual will be able to submit tickets on behalf of the client. Additionally, the administrator is encouraged to add appropriate individuals to the client portal to ensure that all necessary people have the ability to submit tickets.
6. Client will receive a monthly report of all ticket and support activity.
7. Client will receive a 10% discount on Professional Services projects during the life of this contract.
8. Ticket Criticality Chart



9. Below is a list of typical tasks that may be performed under AnchorPoint. The list is not exhaustive.

- Assist site administrators with day-to-day tasks
- Manage site hierarchies
- Create new libraries and lists
- Manage site permissions
- Change the look and feel (themes, web part addition/removal/connection).
- Troubleshoot user issues
- List and library Management
  - Create/Manage Send to connections
  - Create/Modify Views
  - Create/Manage workflows
  - Create/Manage site columns
- Access and permissions related troubleshooting
- Account management
- Server infrastructure health assessments
- Create and modify workflows using SharePoint Designer or 3rd party tools like Nintex
- Assist in patch and hotfix testing
- Involved in and aware of all planned downtime activities
- Manage site and site collection features
- Manage site workflows and workflow settings
- Recycle bin configuration
- Monitoring and review of Windows Server error logs (Application, System, Security)
- Monitoring and review of SharePoint Health logs
- Monitoring and review of SharePoint Search logs



- Server infrastructure health assessments
- SharePoint Server Farm health assessments
- Disk management (SQL and SharePoint)
- Database maintenance
  - Database backup
  - Database Index Maintenance
  - Disk Growth Management
  - Disk IO monitoring
- Mail notification and email alert issues
- Service Application creation/configuration
- Site collection creation/management
- Content database creation/management
- Alternate access mapping creation/modification
- SharePoint Server Services creation/configuration
- Web Application creation/configuration/management
- SharePoint timer job review
- Manage farm administrators group
- Configure service accounts
- Maintenance: hotfixes, patches, cumulative updates, service packs
- Backup/Restore testing
- Feature/solution deployment
- Support development and test environments
- 3rd party tool management, troubleshooting
- Add/remove servers from a SharePoint farm
- Managed MetaData/Term Store management
- Configure Managed Accounts
- Configure Password change settings
- InfoPath forms service configuration
- Manage data connections
- Configure/Manage reporting services
- Configure/manage content deployment
- Manage SharePoint Designer settings
- Content type creation/configuration



## AnchorPoint Services Agreement

The Client hereby retains the Company to provide Operations and Maintenance support through AnchorPoint.

**Payment to Company:** The Company will be paid based on the Statement of Work and the attached quote. This is a Block Hours agreement not to exceed 720 hours. . The Company agrees to invoice the Client on a monthly basis. Client agrees to pay Company in accordance with the terms and provisions of the Texas Prompt Payment Act.

**Support Contract Rates:** The billing rate for this contract is variable based on the number of hours executed. *However, we have extended a significant discount of \$25 per hour (to equal \$125 per hour rate) to Galveston County per the supplied quote based upon previous professional services executed.*

20-519 Hours	\$190 per hour
520 – 1039 Hours	\$150 per hour (offered at \$125 per hour to Galveston County)
1040 – 2079 Hours	\$125 per hour
2080+ hours	\$100 per hour

**Service Level Agreement:** Summit 7 Systems will provide support to the client between the hours of 8:00 AM Central and 5:00 PM Central Monday through Friday. After Hours and Architect support is available 24x7, but will be charged at 1.5 multiplied by the time spent. Holiday support is available, but will be charged at 2 multiplied by the time spent.

Summit 7 Systems will provide the following incident response times. Response time is defined as time to initial contact, not time to incident resolution. Response time is calculated based on the timestamp indicated on the submitted ticket in the customer portal.

Low Priority: 8x5 with 8 business hour response time

Medium Priority: 8x5 with 4 business hour response time

High Priority: 8x5 with 2 business hour response time

Critical Priority\*: 24x7 with 2 hour response time

\*Critical Priority tickets are only available to those with Service Contract equal to or greater than 520 hours.

~~Hours for this contract expire 12 months from execution date of the agreement. Notifications of expiring hours will be provided to the account administrator at 30, 60 and 90 days from contract expiration.~~



**Independent Contractor:** Both the Client and the Company agree that the Company will act as an independent contractor in the performance of its duties under this contract and is not an employee, partner or agent of the Client. Accordingly, the Company shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Company's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business licenses fees as required.

Company has the right to perform services for others during the term of this Agreement. Company will furnish personal equipment and materials used to provide the services required by this Agreement, unless specified and agreed upon in written proposals. However, Company is never under any obligation to provide any software or any hardware to complete any duty under this Agreement unless specifically called out in the attached statement of work. Company will only work with fully licensed, legal copies of software. Refusal to work with licenses that are not in compliance with the software licensing agreement between the Client and the software manufacturer shall not constitute a breach of this contract.

**Customer Satisfaction:** In order to ensure long term customer satisfaction, Summit 7 Systems provides customer satisfaction surveys via email to our clients at the end of each engagement. These surveys are used to improve our customer response and sensitivity to the needs of our clients.

**Change Management Process:** Any changes to the agreed upon Statement of Work must be approved by both the Client and the Company Point of Contact listed above. Funding must be approved in writing by the Client's Commissioners' Court before work may commence on changes to the engagement.

**Confidential Information:** The Company agrees that any information received by the Company during any furtherance of the Company's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by the Company in full confidence and will be not be revealed to any other persons, firms or organizations without first obtaining the Client's written permission. Company shall not be restricted in using any material which is publicly available, already in Company's possession or known to Company without restriction, or which is rightfully obtained by Company from sources other than Client. Likewise, the Client agrees that any information received by the Company during the consulting engagement is for use within the Clients' organization.

**Mitigation of Damages:** Client shall be obligated to mitigate damages in the event damage results from the reliance upon services provided by Company that were unsatisfactory. As a component of such mitigation of damages, but not limited to, Client shall fully advise Company of the error, defect or negligent act of Company immediately after it is discovered. Company shall then be given the opportunity to correct said error, defect or unsatisfactory act at no expense to Client. In the event the Company can demonstrate to Client's satisfaction that said error, defect or unsatisfactory act was not related to the performance of Company's services, including media or hardware failure, Client shall pay



Company for its time as is provided herein. Company is not responsible for loss of revenue or damages which result from media or hardware failure or other catastrophic event outside the control of Company. In the event that said error, defect or unsatisfactory act is the responsibility of the Company and Company is unable to correct the error, defect or unsatisfactory act, the Company's total extent of liability to the Client shall not exceed the total amount paid Company under this AnchorPoint support Agreement.

**Mediation to settle disputes:** Client and Company agree to attend mediation in Galveston, Texas in good faith before employing litigation to settle any dispute. Both parties will equally share the cost of mediation.

**Exclusive Agreement:** This Agreement supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced. A modified statement of work agreeable to both parties may be attached to this proposal from time to time.

**Severability:** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

**Headings:** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

**Applicable Law:** This Agreement will be governed by the laws of the state of Texas, and venue shall be in Galveston County. The district court of the state of Texas shall have sole jurisdiction over any dispute which arises under this Agreement and for which mediation has been unsuccessful, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction. In any successful action to enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees and expenses incurred in such action.

**Agreement:** Both the Client and the Company agree to this Agreement.

**Non-Assignable:** This Agreement is non-assignable.

**Cancellation Policy:** The term of this Agreement is twelve (12) months. Company may invoice for up to one week of consultant time (i.e. 40 hours) if client cancels the engagement within 14 days of the first day of the contracted delivery date.

**5 Day out Policy:** The Client reserves the right to terminate this agreement at any time for any reason or for convenience upon five (5) days prior written notice to Company. If the Client terminates this



agreement, Company will be paid only for the hours expended under this agreement up to the date of termination.

## Acceptance and Authorization

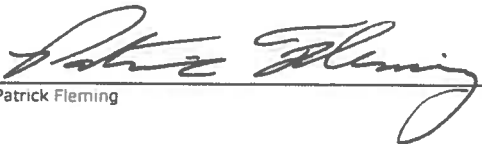
In witness whereof, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

\_\_\_\_\_  
Mark A. Henry

County Judge

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
Patrick Fleming

Vice President, Summit 7 Systems

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

10/17/13

Attest: \_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

AGENDA ITEM #3.



**Information Technology Department  
GALVESTON COUNTY, TEXAS**

**Galveston Office - 722 Moody Suite 202 - Galveston, TX 77550  
Phone: 409-766-2220**

Date: October 2, 2013

Texas NICUSA, LLC

Attention: Caren Clark, Contracts Manager

Email: [caren.clark@egov.com](mailto:caren.clark@egov.com)

100 Congress Avenue, Suite 600

Austin, Texas 78701

Texas Department of Information Resources

Attention: George Monnat, Contract Manager

Email: [george.monnat@dir.texas.gov](mailto:george.monnat@dir.texas.gov)

300 W. 15<sup>th</sup> Street, Suite 1300

Austin, Texas 78701

**Re: Notice of Termination of eFiling Services for Galveston County, District Clerk and Galveston County, County Clerk ("Customer") effective as of 7<sup>th</sup> day of November 2013.**

Dear Sir/Madam:

Pursuant to Section 10.5 of the Customer Agreement between the State of Texas, acting by and through the Texas Department of Information Resources, Texas NICUSA, LLC and Galveston County, District Clerk and the Galveston County, County Clerk ("eFiling Agreement"), the purpose of this correspondence is to provide written Notice of Termination of eFiling Services effective as of November 7, 2013 ("Effective Date."). In accordance with Section 10.5 of the eFiling Agreement, this written notice is being given no less than 45 days prior to the Effective Date.

Sincerely,

---

Mark Henry, Galveston County Judge

A handwritten signature in cursive script, appearing to read "Dwight D. Sullivan".

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Dwight Sullivan, Galveston County, County Clerk

A handwritten signature in cursive script, appearing to read "John Kinard".

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John Kinard, Galveston County, District Clerk

AGENDA ITEM #4.a.

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

<b>Department:</b>	<b>Constable Precinct #8</b>	<b>BA 14-011-1021-A</b>
<b>Date Submitted:</b>	<b>October 14, 2013</b>	<b>(Assigned by Budget Office)</b>

**COMMISSIONER'S COURT ACTION:**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**GENERAL EXPLANATION:**

Request to restore the reserve constable position to Constable Precinct #8

This budget amendment does not increase the budget for FY 2014.

**TRANSFER FROM**

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	223800-Constable Precinct #8	5100000-Salaries	1,554	
1101 - General Fund	223800-Constable Precinct #8	5152102 - Medicare	23	
1101 - General Fund	223800-Constable Precinct #8	5154112 - Alternate OBRA	22	
<b>TOTAL - Transfer From</b>			<b>\$ 1,599</b>	

**TRANSFER TO**

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	223800-Constable Precinct #8	5100000-Salaries	1,554	
1101 - General Fund	223800-Constable Precinct #8	5152102 - Medicare	23	
1101 - General Fund	223800-Constable Precinct #8	5154112 - Alternate OBRA	22	
<b>TOTAL - Transfer To</b>			<b>\$ 1,599</b>	


**ADDITIONAL COMMENTS:**

The Constable Precinct #8 is requesting the position of reserve constable in position #6 to be restored to the budget with zero effect.

Position	Grade /Step	2014 Annualized Salary with COLA and Supplement	2014 Annualized Fringe Benefits	Total Salaries and Fringe Benefits
Reserve Constable	000	\$1,554	\$45	\$1,599
Request		\$1,554	\$45	\$1,599

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_


  
 Budget Office Authorization \_\_\_\_\_ Date 10/16/2013

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Auditor's Remarks:

**COMMISSIONERS COURT APPROVAL**

Date Submitted: \_\_\_\_\_ Date Approved: \_\_\_\_\_

AGENDA ITEM #6.a.a.2.

## TRI-PARTY ELEVATION AGREEMENT

### TEXAS WATER DEVELOPMENT BOARD

Galveston County Severe Repetitive Loss Elevation Program  
Awarding Federal Agency: Federal Emergency Management Agency  
Contract Number: TWDB 1200011417

#### INTRODUCTION/PARTIES

This Tri-Party Elevation Agreement (AGREEMENT) is made by, between, and among the County of Galveston (COUNTY), Ronald W. Masters and Julie Dues Masters (HOMEOWNER), and Arkitektura (CONTRACTOR), each of whom is a PARTY hereto and who are collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

#### ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with turnkey elevation services for the IMPROVEMENTS to be elevated located at **1309 8TH ST, Dickenson, TX 77539** as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as PLANS AND SPECIFICATIONS (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY.

#### ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

##### GALVESTON COUNTY:

**Name:** Cindy Pagan, Grants Coordinator  
722 Moody (aka 21<sup>st</sup> Street), 3<sup>rd</sup> Floor  
Galveston, Texas 77550  
Telephone: 409 770 5355  
Email: [cynthia.pagan@co.galveston.tx.us](mailto:cynthia.pagan@co.galveston.tx.us)

##### CONTRACTOR:

**Name of Company:** Arkitektura  
**Name of Designated contact person:** Phillip Contreras  
**Address:** 705 Harborside Way  
Kemah, TX 77565  
**Telephone:** ~~281-579-9092~~ 281 957 9192  
**Email:** ~~condg1@yahoo.com~~  
yaho

##### HOMEOWNER:

**Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);**

**Title to PROPERTY is in:** Ronald W. Masters and Julie Dues Masters

**HOMEOWNER'S contact:** Ronald Masters \*

**Address of Homeowner:** 614 Olde Oaks Dr.  
Dickinson, TX 77539

**Telephone:** 281-337-4251

**Email:** rmasters@maximgroup.com

\*Only those person(s) listed within the real property records on file in the Office of the Galveston County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the COUNTY, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to execution of this AGREEMENT.

### ARTICLE III. ACRONYMS AND DEFINITIONS

**A. Acronyms.** The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire, required under Chapter 176 of the Texas Local Government Code, attached hereto as Exhibit F.
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance," and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA SRL Grant administered pursuant to Contract No. TWDB 1200011417 by and between the County of Galveston, Texas and the Texas Water Development Board.
11. **TWDB** means the Texas Water Development Board, that agency of the State of Texas administering the SRL Program.
12. **TWIA** means the Texas Windstorm Insurance Association that pool of property and casualty insurance companies authorized to write coverage in Texas in accordance with State law.

**B. Definitions.** The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Tri-Party Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
  - a. Exhibit A: CONTRACTOR's Completed Work Write-Up/Project Cost sheet (PLANS AND SPECIFICATIONS)
  - b. Exhibit B: CONTRACTOR's Bid Certification
  - c. Exhibit C: MITIGATION OFFER/ Declination Notice
  - d. Exhibit D: TWDB specific clauses
  - e. Exhibit E: FEMA Record of Environmental Consideration
  - f. Exhibit F: CIQ Form
  - g. Exhibit H: Blank FEMA Elevation Certificate and Instructions (2012 Edition) (FEMA Form 086-0-33)

A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit G. Exhibit G is **not** incorporated herein and is attached hereto solely for documentation purposes.

2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.
3. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from COUNTY to CONTRACTOR.
4. **COMPLETION DATE** means the one hundredth (100th) calendar day following the COMMENCEMENT DATE.

5. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.
6. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, which is administering this Galveston County SRL Elevation Program through its Grants Administrator.
7. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in PLANS AND SPECIFICATIONS (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT does not include NON-ELEVATION COSTS.
8. **ELEVATION COSTS** means the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.
9. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et. seq*; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the PLANS AND SPECIFICATIONS (Exhibit A), and all of the following have been executed and delivered to the County:
  - a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
  - b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
    - i. verified work completed in compliance with terms of grant;
    - ii. verified Design Engineer compliance;
    - iii. verified ADA compliance (if required);
    - iv. submit copy of new survey (if required);
    - v. submit copy of new elevation certificate (FEMA Form 086-0-33; see Exhibit H); and
    - vi. confirmation of recorded deed restrictions on file in real property records within the Office of the Galveston County Clerk.
  - c. Proof that all utilities for the home have been installed and are operable;
  - d. Lien Waiver Affidavits executed by Contractor, and by every subcontractor and supplier who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
  - e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
  - f. Complete list of any contractors or subcontractors who have performed work on or furnished materials for the IMPROVEMENTS identified in PLANS AND SPECIFICATIONS (Exhibit A); and
  - g. Any other requirement(s) specified herein.
11. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.
12. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding PLANS AND SPECIFICATIONS (Exhibit A) approved by the COUNTY. The elevation of that single-family residence may consist of the following:
  - a. Slab elevation;
  - b. Slab separation and elevation;
  - c. Pier and beam elevation;
  - d. Piling and beam elevation; and/or
  - e. other as specified in PLANS AND SPECIFICATIONS (Exhibit A)

13. **LOCAL SHARE AMOUNT** means the funding received from the HOMEOWNER to cover the SRL Grant required 10% Local Match. This Local Match comes from Homeowner out-of-pocket cash funds and is due and owing at the time of signing this AGREEMENT, and may be reimbursed to HOMEOWNER through ICC funds when applicable. ICC coverage may reimburse a portion of the required non-Federal cost share for which the HOMEOWNER is responsible, up to 10% of eligible costs associated with elevating a structure. Finally, eligible TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER
14. **MITIGATION OFFER** means the amount equal to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS," as described in PLANS AND SPECIFICATIONS (Exhibit A), in accordance with each and every term and condition of this AGREEMENT. The price for specific items of work is stated in PLANS AND SPECIFICATIONS (Exhibit A).
15. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A), as "NON-ELEVATION COSTS," if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are not eligible for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit G.
16. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided to the COUNTY by CONTRACTOR in PLANS AND SPECIFICATIONS and attached to this AGREEMENT as Exhibit A. PLANS AND SPECIFICATIONS must provide sufficient detail to enable COUNTY to determine that costs are reasonable. For example, PLANS AND SPECIFICATIONS must include detailed description of the elevation work to be provided and the accompanying line item cost for each component of elevation work to be provided. PLANS AND SPECIFICATIONS must also identify the base flood elevation for the IMPROVEMENTS and the elevation that the IMPROVEMENTS shall be elevated. For example, stating only that a home is to be elevated "X," number of feet is insufficient; rather, the PLANS AND SPECIFICATIONS must also identify the resulting elevation of the IMPROVEMENTS.
17. **PRIMARY RESIDENCE** means that dwelling that HOMEOWNER has actually lived in for eighty-percent (80%) of the prior consecutive 365 days or eighty-percent (80%) of the period of ownership in those circumstances where the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver license, homestead exemption, and like documents.
18. **PROGRAM** means the Galveston County Severe Repetitive Loss Elevation Program wherein County and the TWDB have entered into contract number 1200011417 for the administration of this grant program.
19. **PROJECT HARD COSTS** means the total cost of the project including ELEVATION CONTRACT AMOUNT and NON-ELEVATION COSTS as identified in PLANS AND SPECIFICATIONS (Exhibit A) and TEMPORARY HOUSING. NON-ELEVATION COSTS are governed by a separate contract between HOMEOWNER and CONTRACTOR; the COUNTY is not a party to that separate contract. This AGREEMENT includes references to non-elevation work to be provided and its attendant NON-ELEVATION COSTS to record such construction for grant purposes since such construction is occurring at the WORKSITE. Notwithstanding anything to the contrary, all PARTIES acknowledge and agree that the provision of non-elevation construction and associated services and the subsequent NON-ELEVATION COSTS is **not** pursuant to this Agreement. Finally, PROJECT HARD COSTS shall also include the Preparation and Presentation of Mitigation Offer cost, Project Management cost, and ICC claim processing cost if applicable.
20. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.
21. **RFQ** means, as applicable, the Request for Qualifications B121014 or the Request for Qualifications B131024, issued by the County of Galveston.
22. **TEMPORARY HOUSING** means a place to live for a limited period of time and for purposes of this AGREEMENT further means the lodging costs incurred by HOMEOWNER during the period of time that HOMEOWNER is displaced from their home due to eligible elevation construction to such home. TEMPORARY HOUSING eligible for reimbursement to HOMEOWNER does not include food and does not include transportation costs. Rather, TEMPORARY HOUSING eligible for reimbursement includes solely reasonable incurred lodging costs. Such reasonable incurred lodging costs, as evidenced by copies of receipts and proof of payment to be provided by HOMEOWNER to COUNTY, are eligible for 90% reimbursement to HOMEOWNER from this SRL Program provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs

are attributable to only that period of time that TEMPORARY HOUSING is necessary because HOMEOWNER is displaced from their home, their PRIMARY RESIDENCE, due to eligible elevation construction. TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. Requirements for reimbursement of eligible TEMPORARY HOUSING costs is further detailed in Article V, Section C of this AGREEMENT.

23. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as PLANS AND SPECIFICATIONS (Exhibit A).
24. **WORKSITE** means the site within the PROPERTY where the elevation construction is occurring and any surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

#### ARTICLE IV. ELEVATION OF IMPROVEMENTS - FINANCIAL SUMMARY AND DRAW SCHEDULE

##### A. Financial Summary:

1. PROJECT HARD COSTS components:
 

a. Preparation and Presentation of MITIGATION OFFER	\$3,500.00
b. Project Management	\$3,500.00
c. ELEVATION CONTRACT AMOUNT	<b>\$189,869.55</b>
d. NON-ELEVATION COSTS**	<b>\$5,216.03</b>
e. TEMPORARY HOUSING, if applicable***	<b>\$6,314.00</b>
f. ICC Claim Processing Fee****	<u>\$TBD</u>
Total Budgeted PROJECT HARD COSTS:	<b>\$208,399.58</b>
2. PROJECT HARD COSTS:
  - a. Total Due from HOMEOWNER:

10% of Preparation and Presentation of MITIGATION OFFER*	\$350.00
10% of Project Management*	\$350.00
10% of ELEVATION CONTRACT AMOUNT	<b>\$18,986.96</b>
100% of NON-ELEVATION COSTS (paid separately)**	<b>\$5,216.03+</b>
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	<b>\$6,314.00</b>
10% of ICC claim processing fee (\$100), if applicable****	<u>\$TBD</u>
  - b. Federal Share (90% of grant eligible costs):

90% of Preparation and Presentation of MITIGATION OFFER*	\$3,150.00
90% of Project Management	\$3,150.00
90% of ELEVATION CONTRACT AMOUNT	<b>\$170,882.60</b>
00% of NON-ELEVATION COSTS**	\$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	<b>\$5,682.60</b>
90% of ICC claim processing fee (\$900), if applicable****	<u>\$TBD</u>
  - c. Total PROJECT HARD COSTS:

**\$208,399.58**

\*, \*\*, \*\*\*, and \*\*\*\* are described below:

\* \$350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the \$3,500.00 fee for preparation and presentation of MITIGATION OFFER. \$350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the \$3,500.00 Project Management cost.

\*\* Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

\*\*\* TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in

calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

\*\*\*\* ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT (\$100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

**B. Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
  - a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
    1. Foundation inspection is required;
    2. CONTRACTOR Request for Payment Form;
    3. CONTRACTOR itemized invoice;
    4. Progress Inspection Report Form;
      - a.) Engineering feasibility letter
      - b.) Initial elevation certificate
      - c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
      - d.) Project timetable
      - e.) Copies of requisite permits
      - f.) Copy of fully executed Tri-party AGREEMENT
    5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
    6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
    7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
  - b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
    1. CONTRACTOR Request for Payment Form;
    2. CONTRACTOR itemized invoice;
    3. Progress Inspection Report Form;
      - a.) Engineering concurrence
      - b.) Concurrence as to 60% completion
      - c.) Copies of requisite permits
      - d.) TWIA compliance
      - e.) Grant compliance
      - f.) HOMEOWNER acceptance
    4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
    5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
    6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

- c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
  1. CONTRACTOR Request for Payment Form;
  2. CONTRACTOR itemized invoice;
  3. Progress Inspection Report Form;
    - a.) Engineering concurrence
    - b.) Concurrence as to 90% completion
    - c.) TWIA compliance
    - d.) ADA compliance (if required)
    - e.) Grant compliance
    - f.) HOMEOWNER acceptance
  4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
  5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
  6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
  1. CONTRACTOR Request for Payment Form;
  2. Final CONTRACTOR itemized invoice;
  3. Final Inspection Form;
  4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
  5. Certificate of occupancy;
  6. New survey (if required);
  7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
  8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
  9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
  10. HOMEOWNER acceptance;
  11. Grant compliance reconciliation (if non-grant work was also performed); and
  12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.
3. **Withholding Payment to CONTRACTOR:** COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
  - a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
  - b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
  - c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

#### **ARTICLE V. HOMEOWNER'S OBLIGATIONS**

- A. **HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT:** HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERS may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

- B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.
- C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within \_\_\_ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEOWNER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:  
[http://www.gsa.gov/portal/content/104877?utm\\_source=OCM&utm\\_medium=print-radio&utm\\_term=HP\\_01\\_Requested\\_perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts).  
Or, the GSA per diem rates may be accessed by going to <http://www.gsa.gov/portal/category/100000#> and then clicking on the link entitled "Per Diem Rates,,."
- D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.
- E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.
- F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.
- G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.
- H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.
- I. **Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS**

AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

- J. Reserved
- K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.
- L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.
- M. **Insurance Provision and filing of Deed Restriction:** HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of \$250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**
- N. **HOMEOWNER's Representations:** HOMEOWNER represents the following to COUNTY and CONTRACTOR:
  - 1. HOMEOWNER is the fee simple owner of the PROPERTY.
  - 2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
  - 3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
  - 4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
  - 5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
  - 6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the

same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERS own right under and against any BOND(s) issued by any surety company for CONTRACTOR.
- O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.
- P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.
- Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

#### **ARTICLE VI. CONTRACTOR OBLIGATIONS**

- A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).
- B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within \_\_\_\_ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.
- C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.
- D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.
- E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full

copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.

- F. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.
- G. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.
- H. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.
- I. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.
- J. Due Diligence Responsibility: CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.
- K. Elevation Timing; Delay Damages: CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars (\$100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.
- L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.
- M. Lead and Asbestos: CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR'S disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located

at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

- N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:
1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
  2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
  3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
  4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.
- O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.
1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate;
  2. An automobile liability policy with a combined single limit of \$1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
  3. Workers' compensation policy providing statutory Texas benefits;
  4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
  5. A professional liability policy that will cover all acts, errors, or omissions in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
  6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.
- P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).
- Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.
- R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.
- S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection

with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

- T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

- U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

- V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

- W. BOND: Insert project specific payment/performance BOND details:

- X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.
- Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**
- Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.
- AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

#### **ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS**

- A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.
- B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):
1. The quality or timing of elevation;
  2. Warranty work;

3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
  4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
  5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
  6. Verification of liens on the PROPERTY;
  7. Removal of liens;
  8. Curing title defects; or
  9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.
- C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORS and HOMEOWNERS, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORS or subcontractors, or prevention of claims for mechanic's liens.
- To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.
- To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.
- D. **Limitation of Warranties:** To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed as limiting CONTRACTOR's warranties to HOMEOWNER.

#### **ARTICLE VIII. DEFAULT AND REMEDIES**

- A. **CONTRACTOR Default:** CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:
1. Terminate this AGREEMENT on written notice to CONTRACTOR.
  2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
  3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
  4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
  5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

- B. HOMEOWNER'S Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
  2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
  3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
  4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
  5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER'S default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
    - i. Terminate this AGREEMENT on written notice to HOMEOWNER.
    - ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
    - iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
    - iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.
- B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.
- C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.
- D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.
- E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

- F. Duty To Provide Additional Information: HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:
1. Governmental or private authority having jurisdiction over the PROPERTY;
  2. Insurance company carrying a policy pertaining to the PROPERTY;
  3. Lender holding a lien or security interest against any part of the PROPERTY; or
  4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.
- G. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.
- H. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.
- J. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- K. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.
- L. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.
- M. Survival: The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

**\*\*\*EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE\*\*\***

**\*\*\*The Remainder of this page is intentionally left blank\*\*\***

This AGREEMENT is hereby EXECUTED by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan, County Clerk

\_\_\_\_\_  
Date Attested

CONTRACTOR:

Gerard Phillip Contreras PRESIDENT  
Signature and Title

GERARD PHILLIP CONTRERAS PRESIDENT  
Printed Name and Title of person signing for CONTRACTOR

10.18.13  
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

[Signature]  
Signature of Homeowner

10-17-13  
Date Signed by Homeowner above

[Signature]  
Signature of Homeowner

10/17/13  
Date Signed by Homeowner above

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date Signed by Homeowner above

**PLANS AND SPECIFICATIONS (Exhibit A)**

CONTRACTOR's Completed Work Write-Up/Project Cost sheet specific to this PROPERTY

## Slab Raise

## Slab Raise on Pier Foundation

## Home Owner

Mr. &amp; Mrs. Masters

1309 8th St.

## Arkitektura

705 Harborside Way

Kemah, TX

281 957-9192

## House

Length

Width

1st Floor Square Feet

2nd Floor Square Feet

Garage Square Feet

BFE

Floor Elevation

FEET

34.00

26.40

1,017.00

0.00

0.00

14.00

6.80

Date

Date

Tue, Oct 15, 13

Non-Eligible Additional Lift BFE+2'

2

Target Elevation  
Raise

16.00

9.20

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>1 Pre Construction</b>						
Signage	Company Lot SAFETY Sign	A	EA	1	\$20.00	\$20.00
Survey	Elevation Certificate	S	EA	2	\$350.00	\$700.00
Blue Prints	Working House Plans Design & Develop	S	EA	1	\$1,500.00	\$1,500.00
Drawing Copies	Copies of Plans and Drawings	O	Pg.	10	\$5.00	\$50.00
Testing	Soil Testing	S	EA	1	\$350.00	\$350.00
Building Permit	Building Permit	G	EA	1	\$0.00	\$0.00
Other		L	HR	0	\$0.00	\$0.00
Other						\$0.00
Other						\$0.00
<b>Subtotal</b>						<b>\$2,620.00</b>

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>2 Site Development</b>						
<b>Lot #1</b>						
Trees	Cut trees	S	EA	0	\$500.00	\$0.00
Shrubs	Skid Steer	E	EA	1	\$250.00	\$250.00
Debris Disposal	Load Dumpster	L	HR	8	\$13.00	\$104.00
	Haul off Debris	S	EA	0	\$550.00	\$0.00
	Haul brush off site	S	EA	0	\$200.00	\$0.00
Stump removal	Dig up stumps with a excavator	X	HR	0	\$75.00	\$0.00
	Operator for Mini Excavator	L	HR	0	\$20.00	\$0.00
	Haul stumps off site	S	EA	0	\$300.00	\$0.00
Dumpster	Haul off Debris - Loads	S	EA	2	\$500.00	\$1,000.00
Other						\$0.00
Other						\$0.00
Other						\$0.00
<b>Subtotal</b>						<b>\$1,354.00</b>

Slab Raise

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>3 Temp power</b>						
Deposit fees	Electric Utility	O	EA	0	\$60.00	\$0.00
Power bill	Electric Utility	O	MO	0	\$70.00	\$0.00
Temp pole	25 ft. by 4 in	M	EA	0	\$100.00	\$0.00
	2in weather head	M	EA	0	\$25.00	\$0.00
	2in ridged conduit	M	FT	0	\$2.25	\$0.00
	Meter base 200AMP	M	EA	0	\$50.00	\$0.00
	Breaker panel	M	EA	0	\$90.00	\$0.00
	Breakers	M	EA	0	\$15.00	\$0.00
	2/0 copper wire	M	FT	0	\$5.50	\$0.00
	1/0 copper wire	M	FT	0	\$4.30	\$0.00
	#4 ground wire	M	FT	0	\$2.00	\$0.00
	Ground rod	M	EA	0	\$23.00	\$0.00
Elect Contractor	Set and Build Pole	S	EA	0	\$250.00	\$0.00
Generator	Temp Power	M	Ea	1	\$250.00	\$250.00
Gas	Generator 5gal per day 30 days	M	Gal	150	\$3.00	\$450.00
Other						\$0.00
<b>Subtotal</b>						<b>\$700.00</b>
						\$0.00
						\$0.00
Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>4 Site Prep</b>						
Barrier Fence	4' X 100' Orange Barrier Fence	M	EA	2	\$28.97	\$57.94
Silt Fence	Silt Fence 100' Roll X3' HDX	M	EA	2	\$38.98	\$77.96
Mark Out	Septic tank, Leach Field, Install Fencing	L	EA	1	\$100.00	\$100.00
Locate	Utilities	G	EA	1	\$0.00	\$0.00
Misc.	Paint	M	EA	1	\$4.97	\$4.97
	Survey ribbon	M	RL	1	\$1.25	\$1.25
	Stakes	M	EA	20	\$1.50	\$30.00
	Plastic Sheeting to Cover Grass	M	EA	1	\$160.00	\$160.00
Fence Post	5-1/2 ft. x 3-1/2 in. x 1-3/4 in. Steel T-Post	M	EA	22	\$4.52	\$99.44
	Slab and foundation cracks - Cases - Labor					
Epoxy	and Materials	M	EA	1	\$488.00	\$488.00
<b>Subtotal</b>						<b>\$1,019.56</b>
						\$0.00
						\$0.00
Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>5 Excavation and Push Block Piling</b>						
	20 Blocks Deep or about					\$0.00
	12.7 Feet Deep					\$0.00
Block Piling	Crew Push Block Piling to Refusal	S	EA	52	\$425.00	\$21,964.00
	8 X 8 X 8 Block Piling	M	EA	1034	\$1.43	\$1,478.05
	5/8" x 7 5/8" Rebar Pins	M	EA	1034	0.65	\$671.84
	1/4" X 3" X 3" Shims	M	EA	100	\$0.85	\$85.00
	1/8" X 3" X 3" Shims	M	EA	100	\$0.45	\$45.00
	2" X 3" X 14" Hardwood Wedges	M	EA	103	\$2.00	\$206.72
Steel	WF 6 x 15 H-Beams	M	FT	52	\$39.00	\$2,028.00
	4x6 angle Iron Clips	M	EA	20	\$20.00	\$400.00
	6" Channel Brackets	M	EA	4	\$60.00	\$240.00
	5/8" X 4 3/4" Wedge Anchors	M	EA	30	\$4.12	\$123.60
Other	Freight	O	Ea	1.0336	\$600.00	\$620.16
<b>Subtotal</b>						<b>\$27,862.37</b>

Slab Raise

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>6 Raise / Unified Jacking</b>						
<b>7.20 Foot Raise</b>						\$0.00
Jack Home	Chad's Crew to Raise 1st Floor Structure	S	SF	1,017.00	\$15.50	\$15,763.50
	Raise 2nd Floor Structure	S	SF	0.00	\$0.00	\$0.00
	Raise Deck 23'-5" x 28'	S	SF	655.76	\$0.00	\$0.00
Head Blocks	8 X 8 X 16 Solid	M	EA	29	\$3.05	\$88.86
Pile Blocks	8 X 8 X 8 Block Piling	M	EA	586	\$1.43	\$837.40
Pins	5/8" x 7 5/8" Rebar Pins	M	EA	586	0.65	\$380.64
Shims	1/4" X 3" X 3" Shims	M	EA	362	\$0.85	\$307.50
"	1/8" X 3" X 3" Shims	M	EA	362	\$0.45	\$162.79
Wedges	2" X 3" X 14" Hardwood Wedges	M	EA	75	\$2.00	\$150.00
Steel	Beam Material 1022x50	M	EA	0	\$770.00	\$0.00
Steel	Beam Material 8x28WFx30	M	EA	4	\$462.00	\$1,848.00
Steel	Beam Material 10x22x20	M	EA	0	\$308.00	\$0.00
Anchors	5/8" X 4 3/4" Wedge Anchors	M	EA	30	\$4.80	\$144.00
Ground	Reground Meter Base	M	EA	1	\$150.00	\$150.00
Blocks	2" Concrete Shim Blocks	M	EA	52	\$1.50	\$77.52
Blocks	4" Shim Blocks	M	EA	52	\$2.00	\$103.36
Lifting Labor	Crew - Provide Lifting Labor	S	Day	2	\$2,000.00	\$4,000.00
Raise Deck	Labor & Materials to raise deck	S	SF	206	\$10.00	\$2,060.00
Other	Freight	O	EA	0.5855937	\$600.00	\$351.36
<b>Subtotal</b>						<b>\$26,424.92</b>
						\$0.00

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>7 Utilities</b>						
<b>Water</b>	Plumbing Sub Contractor reconnect	S	EA	1	\$1,500.00	\$1,500.00
<b>Sewer</b>	Plumbing Sub Contractor reconnect	S	EA	1	\$2,500.00	\$2,500.00
<b>Gas</b>	Gas Company / Plumbing Sub Contractor	S	EA	1	\$500.00	\$500.00
<b>Electrical</b>	Lic Electrical Sub Contractor disconnect	S	EA	1	\$500.00	\$500.00
	Lic Electrical Sub Contractor reconnect power/Ground	S	EA	1	\$450.00	\$450.00
	Lic Electrical Sub Contractor Lower Meter or build access platform	S	EA	1	\$1,500.00	\$1,500.00
<b>HVAC</b>	HVAC Sub Contractor disconnect- evacuate system	S	EA	2	\$250.00	\$500.00
	HVAC Sub Contractor reconnect and service system	S	EA	2	\$750.00	\$1,500.00
Other						\$0.00
Other						\$0.00
<b>Subtotal</b>						<b>\$8,950.00</b>

Slab Raise

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>8 Foundation</b>						
Footing Size						\$0.00
Width	2					\$0.00
Depth	1.5					\$0.00
Block Foundation						\$0.00
Footing	Excavate Perimeter- Dig Footing	S	FT	237	\$10.00	\$2,366.67
	Pour Footing	M	CY	26	\$300.00	\$7,888.89
Pier	Pour Interior Footing	M	CY	15	\$300.00	\$4,520.00
Pier	Build Piers CMU and Concrete	M	EA	20	\$469.56	\$9,391.20
Wall	Block CMU Split face 2.43	M	EA	0	\$0.00	\$0.00
Wall	Lay CMU 4.0	S	EA	0	\$0.00	\$0.00
Wall	Materials Brick Skirting / Foundation Walls	M	EA	0	\$0.70	\$0.00
Wall	Labor Brick Skirting / Foundation Walls	M	EA	0	\$1.00	\$0.00
Vents	Oval Vents	M	EA	0	\$75.00	\$0.00
Vents	Rectangular Vents	M	EA	0	\$50.00	\$0.00
Access Door	24 x 24 or 18 x 24	M	EA	0	\$200.00	\$0.00
Turnbuckle Sets	5/8" X 12" Galvanized Turnbuckles Sets	M	EA	8	\$40.00	\$320.00
Rebar	#5 Rebar	M	EA	118	\$11.00	\$1,301.67
Freight	Freight	O	EA	0.5	\$600.00	\$300.00
Columns - Concrete	12" X 12 "x 12' concrete columns	O	EA	0	\$1,100.00	\$0.00
Other		O	EA	0	\$0.00	\$0.00
Other		O	EA	0	\$0.00	\$0.00
<b>Subtotal</b>						<b>\$26,088.42</b>

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>9 Elevator</b>						
Contract						\$0.00
Contract	Front Landing Masonry and 42" Wide steps -	S	EA	0	\$2,100.00	\$0.00
Hand Rails	Handrails	S	LF	0	\$55.00	\$0.00
Other	Beach Butler Elevator Provide and install	S	EA	1	\$20,150.00	\$20,150.00
<b>Subtotal</b>						<b>\$20,150.00</b>

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>10 Flat Work Concrete</b>						
Driveway	Pour Slope Driveway 20' X 43' To include Blocks ,Footing, Rebar, Wire mesh, Filled with Sand	S	SF	0	\$10.00	\$0.00
Driveway	Fab and Install Rails at Driveway	S	LF	0	\$55.00	\$0.00
Patio	Fab and Install Rails at Patio Slab	S	LF	0	\$55.00	\$0.00
Patio	Pour new concrete under raised home for lateral support of piers	L	SF	1017	\$8.00	\$8,136.00
Replace Concrete	Removal and patching of concrete concrete around House	M	SF	750	\$5.00	\$3,750.00
<b>Subtotal</b>						<b>\$11,886.00</b>

Slab Raise

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>11 Decks - Wood</b>						
Wood Landing	4 x 8 landing w/ handrails and support post at Front Door	S	EA	1	\$1,750.00	\$1,750.00
Other		S		0	\$0.00	\$0.00
New Wood Handrails	Wood handrails	S	LF	45	\$15.00	\$675.00
New Wood steps	New Wood Steps W/ handrails	S	EA	26	\$70.00	\$1,820.00
	6' x 36'-4" Wood Landing to replace existing Slab Separated back porch w/ handrails - in-lieu-of 2ea 4x8 landings w/handrails and stairs to ground level.	M	SF	218	\$15.00	\$3,270.00
Landing						
New Wood Columns	8"X8"X28' Wood Columns	S	EA	6	\$500.00	\$3,000.00
<b>Subtotal</b>						<b>\$10,515.00</b>

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>12 Punch-out</b>						
Other	Materials	M	EA	1	\$600.00	\$600.00
Other	Labor	M	EA	1	\$900.00	\$900.00
Other		M	EA			\$0.00
<b>Subtotal</b>						<b>\$1,500.00</b>

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>13 Final Grade</b>						
Other	Top Soil	M	yds	25	\$30.00	\$750.00
Other	Labor	L	Hr	25	\$20.00	\$500.00
<b>Subtotal</b>						<b>\$1,250.00</b>

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>14 Remove and Restore Landscaping</b>						
Lawn	Seed	M	LB			\$0.00
	Sod - 450sq ft Pallets	M	EA	13	\$175.00	\$2,275.00
	Lay and Roll Sod	L	EA	13	\$175.00	\$2,275.00
	Fertilizer 50lb Bag	M	EA			\$0.00
	Rake, Fertilize and Roll Topsoil	L	YD			\$0.00
	Sow Seeds	L	EA			\$0.00
Shrubs /Trees	Plant #1	M	EA			\$0.00
	Plant #2	M	EA			\$0.00
	Plant #3	M	EA			\$0.00
	Plant #4	M	EA			\$0.00
Mulch	Bark Mulch Bagged	M	EA			\$0.00
<b>Subtotal</b>						<b>\$4,550.00</b>

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>15 Insulation</b>						
Spray Foam						\$0.00
	R-13 2" spray foam Closed Cell	S	Sf	1,017.00	\$1.90	\$1,932.30
Other		M	EA			\$0.00
<b>Subtotal</b>						<b>\$1,932.30</b>

\$146,802.57

## Slab Raise

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>16 Non-Elevation</b>						
Switch Back Steps	Steps from 3rd floor porch to 2nd floor porch	S	EA	15	\$49.46	\$741.96
Switch Back Steps	7 X 3 Landing For switch-back steps	M	EA	1	\$1,059.95	\$1,059.95
<b>Elevate BFE+2'</b>						
Piers	Build Piers CMU and Concrete	S	EA	20	\$130.44	\$2,608.80
Elevate BFE+2'	Chads Crew to Jack and Crib 2' higher	S	Ft	1017	\$0.50	\$508.50
Steps	6 steps (3 Front and 3 Rear)	S	EA	6	\$49.47	\$296.82
<b>Non Elevation Total</b>						<b>\$5,216.03</b>

Slab Raise

**Arkitektura**

705 Harborside Way

Kemah, TX

281 957-9192

**Summary**

Date

Tue, Oct 15, 13

1 Pre Construction	\$2,620.00
2 Site Development	\$1,354.00
3 Temp power	\$700.00
4 Site Prep	\$1,019.56
5 Excavation and Push Block Piling	\$27,862.37
6 Raise / Unified Jacking	\$26,424.92
7 Utilities	\$8,950.00
8 Foundation	\$26,088.42
9 Elevator	\$20,150.00
10 Flat Work Concrete	\$11,886.00
11 Decks - Wood	\$10,515.00
12 Punch-out	\$1,500.00
13 Final Grade	\$1,250.00
14 Remove and Restore Landscaping	\$4,550.00
15 Insulation	\$1,932.30
<b>Total Hard Cost</b>	<b>\$146,802.57</b>
<b>Bonding, Sales Tax on Materials, Workers Comp, Liability and Risk Insurance</b>	<b>\$17,572.43</b>
<b>Total Cost and Fees</b>	<b>\$164,375.00</b>
<b>Overhead and Profit</b>	<b>\$25,494.55</b>
<b>Elevation Cost</b>	<b>\$189,869.55</b>
<b>Non-Elevation</b>	<b>\$5,216.03</b>
<b>Total Quote</b>	<b>\$195,085.58</b>

**Estimate Home Owner to Vacate Property for 77 Calender Days**

Exhibit B:

County of Galveston/SRL Elevation Program  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS

Proposer: Arkitektura Date of Certification: October 18, 2013

Proposer CERTIFIES, to the best of its knowledge and belief, that Contractor and/or any of Contractor's Principals:

- 1.) Are NOT presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or State agency;
- 2.) Have NOT, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
- 3.) Are NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
- 4.) Have NOT, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal," herein means i.) an officer, director, owner, partner, principal investigator, or other person within the participant (Proposer herein) with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this SRL Elevation grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer represents and warrants that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

By: \_\_\_\_\_

Signature

GERARD PHILLIP CANTENAS  
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on  
this 18 day of October, 2013.

Maura Michelle Posey  
Notary Public in and for the State of Texas

My commission expires: 03/29/2014



**Exhibit C**

MITIGATION OFFER/Declination Notice specific to this PROPERTY

**Severe Repetitive Loss (SRL) Pilot Program  
Final Mitigation Offer**

**Grantee [State/Territory/Tribe]:** Texas Water Development Board

**Subgrantee:** Galveston County

**Property Owner(s):** Ronald W. Masters and Julie Dues Masters

**Property Address:** 1309 8TH ST, Dickenson, TX 77539

**NFIP Policy Number:** RL 000 42542 **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

**Section A. Property Acquisition**

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

"I certify that I am a National of the United States or a qualified alien.,,

Elevation - N/A

  
\_\_\_\_\_  
Signature of SRL Property Owner(s)

10-17-13

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of SRL Property Owner(s)

10/17/13  
\_\_\_\_\_  
Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

#### **Section B. For Mitigation Activities Other than Acquisition**

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: **\$203,183.55**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: **\$20,318.36** - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:

Ronald W. Masters and Julie Dues Masters

*The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.*

  
Homeowner(s)

BR  
Local Government Official(s)

10/18/13  
Date

  
Homeowner(s)

BR  
Local Government Official(s)

10/18/13  
Date

\_\_\_\_\_  
Homeowner(s)

\_\_\_\_\_  
Local Government Official(s)

\_\_\_\_\_  
Date

**Accepting or Declining the Mitigation Offer**

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

**Accepting the Mitigation Offer**

Final Mitigation Offer: **\$203,183.55**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

10-17-13  
Date

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

10/17/13  
Date

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

NFIP Policy Number:

RL00042542

Repetitive Loss Number: \_\_\_\_\_

## **Exhibit D**

### **Subcontracting Guidelines Items When Subcontracting Work Related to Texas Water Development Board Funded Projects**

Link to guidelines - [http://www.twdb.state.tx.us/about/contract\\_admin/](http://www.twdb.state.tx.us/about/contract_admin/)

#### **STATE AUDITOR CLAUSE**

By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

#### **FINANCIAL RECORDS**

The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

#### **OWNERSHIP**

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

#### **NO DEBT AGAINST THE STATE**

This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

#### **LICENSES, PERMIT, AND INSURANCE**

For the purpose of this Elevation Agreement, the HOMEOWNER and CONTRACTOR will be considered an independent HOMEOWNER and CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The HOMEOWNER and CONTRACTOR shall obtain all necessary insurance, in the judgment of the HOMEOWNER and CONTRACTOR to protect themselves, GALVESTON COUNTY, the TWDB, and employees and officials of the TWDB from liability arising out of this Elevation Agreement. The HOMEOWNER and CONTRACTOR shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the HOMEOWNER and CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the HOMEOWNER and CONTRACTOR, arising out of the activities under this Elevation Agreement.

The HOMEOWNER and CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the HOMEOWNER and CONTRACTOR to perform the subject work.

**In addition, subcontracts are to be cost reimbursable. Lump sum subcontracts for services are not acceptable.**

The Texas Water Development Board does not reimburse "handling costs,, on expenses.

All travel is reimbursed at the current rate for state employees, which can be found at:  
<http://window.state.tx.us/comptrol/texastra.html>.

GALVESTON COUNTY

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

HOMEOWNER

\_\_\_\_\_  
Signature

Date: 10-17-13

\_\_\_\_\_  
Signature

Date: 10/17/13

CONTRACTOR

\_\_\_\_\_  
Signature

Date: 10-18-13

## Exhibit E

### FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects:

#### Executive Order 11988 - Floodplains

The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

#### Executive Order 11988 - Floodplains

The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

#### Executive Order 11990 - Wetlands

The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

#### Executive Order 11990 - Wetlands

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

#### Endangered Species Act (ESA)

The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemp's Ridley sea turtle or its nest is encountered on or adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, construction activities will cease and the U.S. Fish and Wildlife Service (USFWS) will be contacted.

OTHER (enter specifics in comments)

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Exhibit F****CIQ Form**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of person who has a business relationship with local governmental entity.  <div style="border: 1px solid black; padding: 5px; display: inline-block;">ARKITEKTURA DEVELOPMENT INC. - PHILLIP CONTRERAS</div>		
<b>2</b> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.  <div style="text-align: center; margin: 10px 0;"><u>N/A</u> Name of Officer</div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 60%;"><b>4</b> <div style="border-bottom: 1px solid black; margin: 5px 0;"></div><div style="font-size: small;">Signature of person doing business with the governmental entity</div></div><div style="width: 35%; text-align: right;"><div style="border-bottom: 1px solid black; margin: 5px 0;">10.18.13</div><div style="font-size: small;">Date</div></div></div>		

**Exhibit G**

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

**Arkitektura Development, Inc.**

705 Harborside Way  
Kemah, Texas 77565  
281-957-9192

Julie & Ronald Masters  
1309 8<sup>th</sup> Street  
San Leon, Texas 77539

Renovation at 1309 8<sup>th</sup> Street:

All labor and materials needed for the completion of all work described on Exhibit "A".

All labor and equipment for demo, clean up of construction related debris, and all materials for construction as per Exhibit "A".

Exclusions:

Any additional, undiscovered work, or interior changes.

Cost Of The Work/ Builders Fee:

The owner agrees to pay the Builder the "Cost of the Work" in addition to the "Builder's Fee." The Builder's Fee shall be a fixed sum of a \$1.00 plus Cost of the Work.

The Cost of Work is \$5,216.03

Payment Procedure:

The Owner agrees that the Builder's Fee, will be paid by Owner to Builder at Builder's office in Galveston County, Texas. The payment in the amount of \$5,216.03 shall be payable at execution of this Contract.

Change Orders:

A "Change Order" is a written agreement between the Owner and Builder to make changes, additions or deletions in the Work. The increase in the Contract Price as a result of the Change Order, plus the Builder's Change Order fee in the amount of 18% of the Change Order shall be paid in full when the Change Order is signed by the Parties.

Approved Home Owner:



Arkitektura Representative:



Paid on: 10/18/13 in the amount of \$ 5216.03 Check # 8373

Slab Raise

**Exhibit - "A"**

Item	Item Description	Cd	Unit	Quantity	Unit Cost	Item Price
<b>16 Non-Elevation</b>						
Switch Back Steps	Steps from 3rd floor porch to 2nd floor porch	S	EA	15	\$49.46	\$741.96
Switch Back Steps	7 X 3 Landing For switch-back steps	M	EA	1	\$1,059.95	\$1,059.95
<b>Elevate BFE+2'</b>						
Piers	Build Piers CMU and Concrete	S	EA	20	\$130.44	\$2,608.80
Elevate BFE+2'	Chads Crew to Jack and Crib 2' higher	S	Ft	1017	\$0.50	\$508.50
Steps	6 steps (3 Front and 3 Rear)	S	EA	6	\$49.47	\$296.82
<b>Non Elevation Total</b>						<b>\$5,216.03</b>

RON W. OR JULIE D. MASTERS  
614 OLDE OAKS PH. 281-337-4251  
DICKINSON, TX 77539

08-81

8373

35-1125/1130  
40

10/18/13

Date

\$5,216.03

PAY TO THE  
ORDER OF

Arbitrator Rev.

Five Thousand Two Hundred Fifteen and 03/100

**Amegy Bank**  
of Texas

Amegy Bank N.A.  
P.O. Box 27459  
Houston, Texas 77227-7459

*Julie Masters*

Memo

⑆113011258⑆ 8373⑈6702007294⑈

**Exhibit H**

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33



**FEMA**

**NATIONAL FLOOD INSURANCE PROGRAM**

**ELEVATION CERTIFICATE**

**AND**

**INSTRUCTIONS**

**2012 EDITION**

# National Flood Insurance Program ELEVATION CERTIFICATE

## Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

## Privacy Act Statement

**Authority:** Title 44 CFR § 61.7 and 61.8.

**Principal Purpose(s):** This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

**Routine Use(s):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

**Disclosure:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

## Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

# ELEVATION CERTIFICATE

**IMPORTANT:** Follow the instructions on pages 1–9.

OMB No. 1660-0008  
Expiration Date: July 31, 2015

## SECTION A – PROPERTY INFORMATION

### FOR INSURANCE COMPANY USE

A1. Building Owner's Name

Policy Number:

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.

Company NAIC Number:

City

State

ZIP Code

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.)

A5. Latitude/Longitude: Lat. Long. Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade

c) Total net area of flood openings in A8.b sq in

d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:

a) Square footage of attached garage sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade

c) Total net area of flood openings in A9.b sq in

d) Engineered flood openings? ☐ Yes ☐ No

## SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number

B2. County Name

B3. State

B4. Map/Panel Number

B5. Suffix

B6. FIRM Index Date

B7. FIRM Panel Effective/  
Revised Date

B8. Flood Zone(s)

B9. Base Flood Elevation(s) (Zone  
AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:

☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No

Designation Date: / / ☐ CBRS ☐ OPA

## SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings\* ☐ Building Under Construction\* ☐ Finished Construction

\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: Vertical Datum:

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source:

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

a) Top of bottom floor (including basement, crawlspace, or enclosure floor) feet meters

b) Top of the next higher floor feet meters

c) Bottom of the lowest horizontal structural member (V Zones only) feet meters

d) Attached garage (top of slab) feet meters

e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) feet meters

f) Lowest adjacent (finished) grade next to building (LAG) feet meters

g) Highest adjacent (finished) grade next to building (HAG) feet meters

h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support feet meters

## SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

☐ Check here if comments are provided on back of form.

☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE  
SEAL  
HERE

**ELEVATION CERTIFICATE, page 2**

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature

Date

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions),

the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
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G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

G10. Community's design flood elevation: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

## BUILDING PHOTOGRAPHS

See Instructions for Item A6.

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

## Instructions for Completing the Elevation Certificate

OMB No. 1660-0008  
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

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### SECTION A – PROPERTY INFORMATION

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**Items A1–A4.** This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

**Item A5.** Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

**Item A6.** If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

**Item A7.** Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

**Item A8.a** Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

**Items A8.b–d** Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A8.b–c.

**Item A9.a** Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

**Items A9.b–d** Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.b–c.

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## SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

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Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building’s location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community’s FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building’s construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

**Item B1.** NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a “community” is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP Community Status Book, available on FEMA’s web site at <http://www.fema.gov/fema/csb.shtml>, or call 1-800-358-9616.

**Item B2.** County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter “unincorporated area.” For an independent city, enter “independent city.”

**Item B3.** State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

**Items B4–B5.** Map/Panel Number and Suffix. Enter the 10-character “Map Number” or “Community Panel Number” shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the “Map Number” is the letter “C” followed by a 4-digit map number. For maps not in a county-wide format, enter the “Community Panel Number” shown on the FIRM.

**Item B6.** FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

**Item B7.** FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

**Item B8.** Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

**Item B9.** Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Item B10.** Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

**Item B11.** Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

**Item B12.** Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

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### SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

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Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

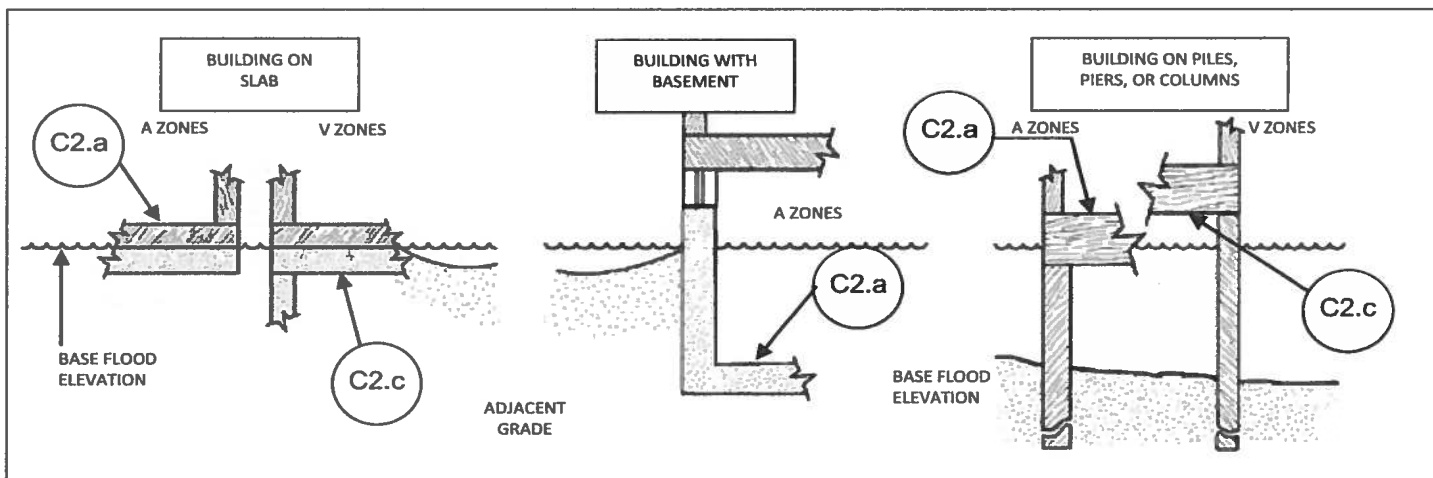
**Item C1.** Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

**Item C2.** A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Items C2.a–d** Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

**Item C2.e** Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

**Items C2.f–g** Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

**Item C2.h** Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

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#### **SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

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Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

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#### **SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

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Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

**Items E1.a and b** Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

**Item E2.** For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

**Item E3.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

**Item E4.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

**Item E5.** For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

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#### **SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

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Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

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## SECTION G – COMMUNITY INFORMATION (OPTIONAL)

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Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

**Item G4.** Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

**Item G5.** Date Permit Issued. Enter the date the permit was issued for the building.

**Item G6.** Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

**Item G7.** New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

**Item G8.** As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

**Item G9.** BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

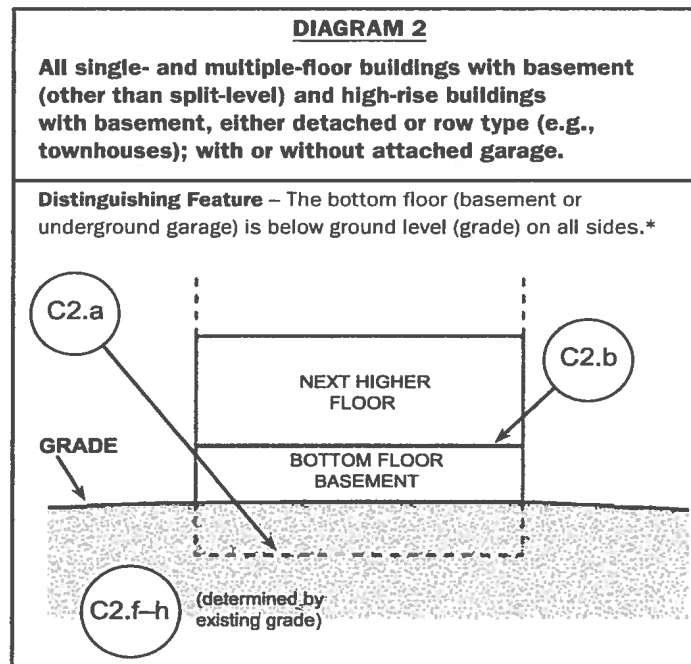
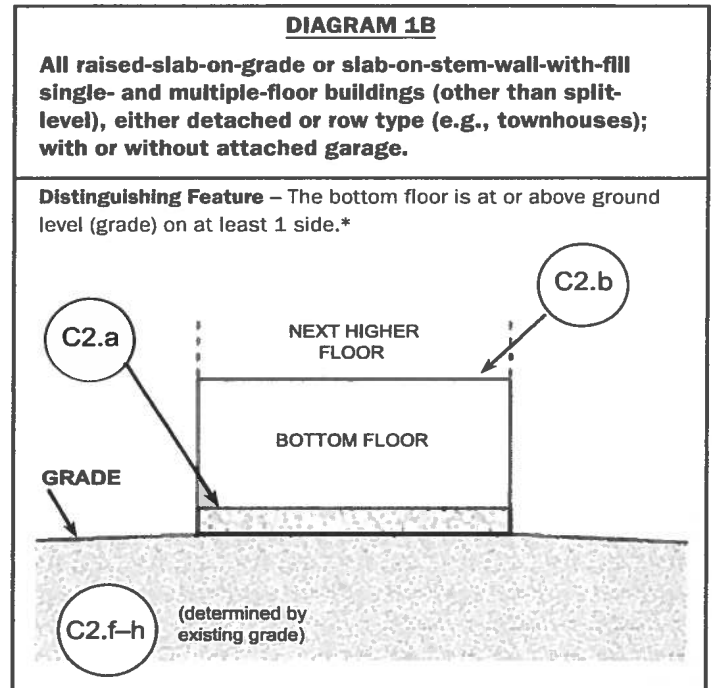
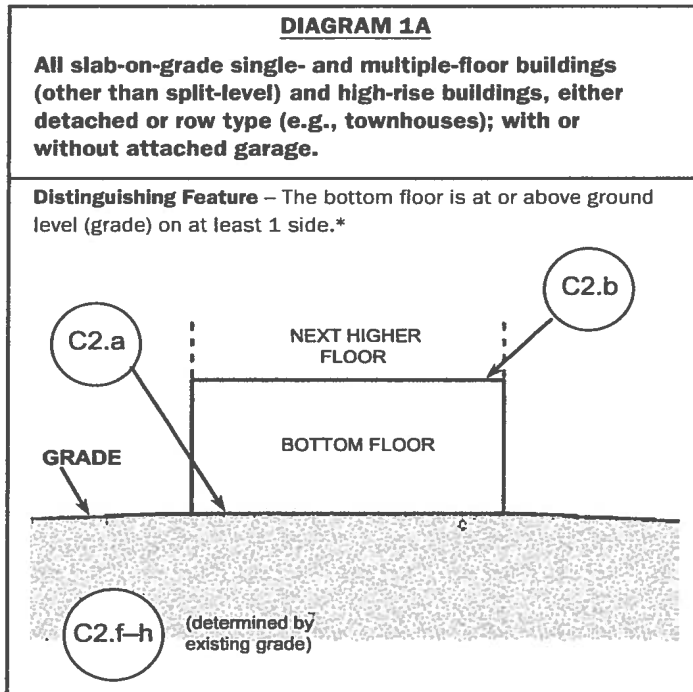
**Item G10.** Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

## Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

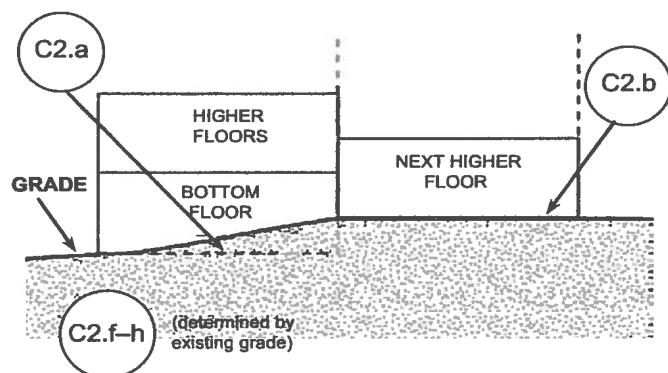


\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

**DIAGRAM 3**

**All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.**

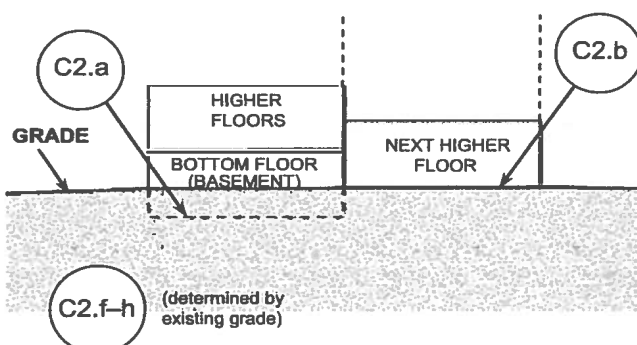
**Distinguishing Feature** – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.\*



**DIAGRAM 4**

**All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.**

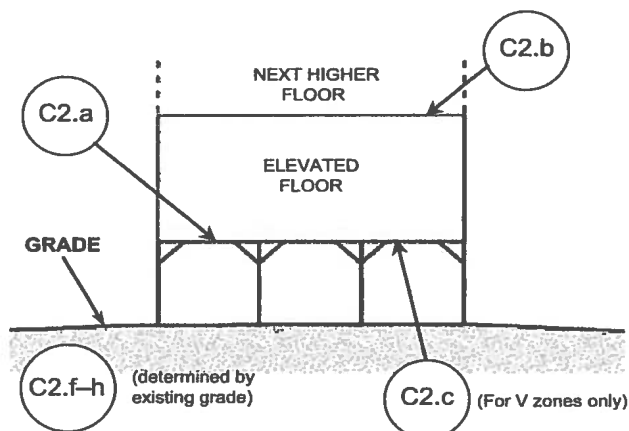
**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*



**DIAGRAM 5**

**All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.**

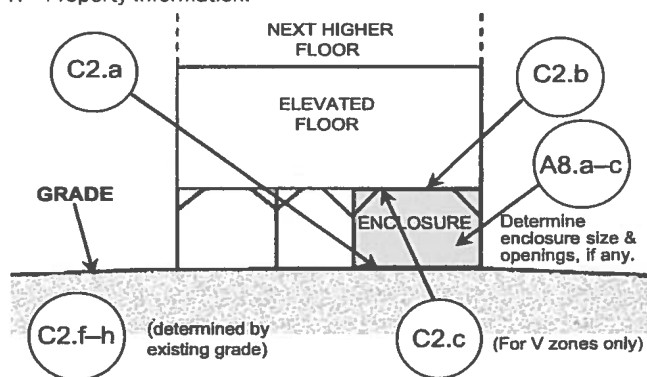
**Distinguishing Feature** – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).



**DIAGRAM 6**

**All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.**

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



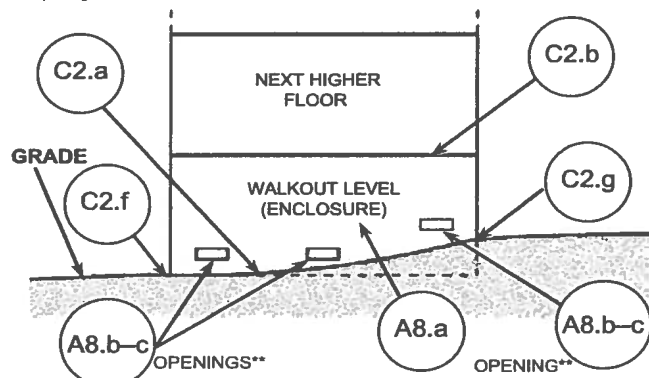
\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

**DIAGRAM 7**

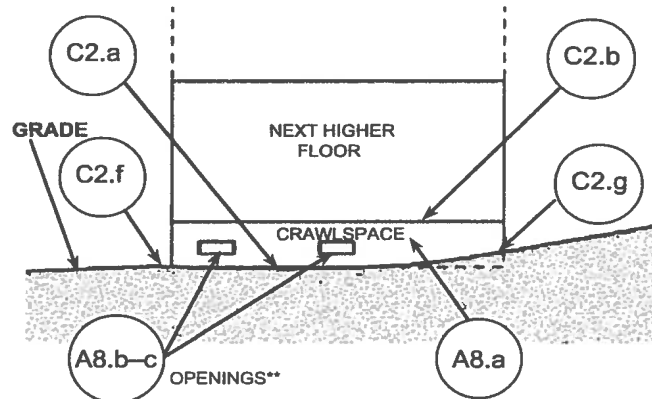
**All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.**

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

**DIAGRAM 8**

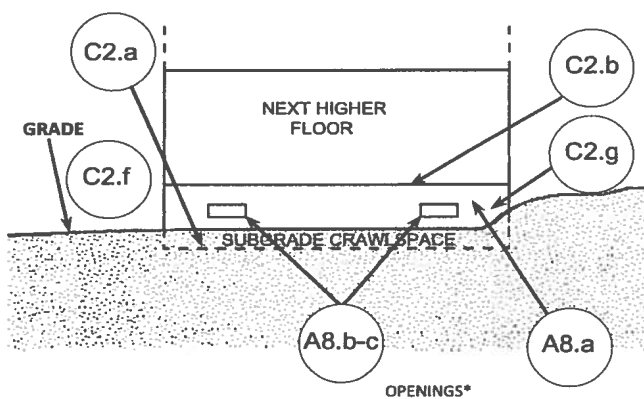
**All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.**

**Distinguishing Feature** – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings\*\* present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

**DIAGRAM 9**

**All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.**

**Distinguishing Feature** – The bottom (crawlspace) floor is below ground level (grade) on all sides.\* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #6.a.a.3.

## TRI-PARTY ELEVATION AGREEMENT

TEXAS WATER DEVELOPMENT BOARD  
Galveston County Severe Repetitive Loss Elevation Program  
Awarding Federal Agency: Federal Emergency Management Agency

CONTRACT NUMBER: TWDB 1200011417

### INTRODUCTION/PARTIES

This Tri-Party Elevation Agreement (AGREEMENT) is made by, between, and among the County of Galveston (COUNTY), Peggy Irene Duncan (HOMEOWNER), and Ducky Johnson (CONTRACTOR), each of whom is a PARTY hereto and who are collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

### ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with turnkey elevation services for the IMPROVEMENTS to be elevated located at **705 DORAL CT FRIENDSWOOD TX 77546** as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as PLANS AND SPECIFICATIONS (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY.

### ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

#### GALVESTON COUNTY:

Name: Cindy Pagan, Grants Coordinator  
722 Moody (aka 21<sup>st</sup> Street), 3<sup>rd</sup> Floor  
Galveston, Texas 77550  
Telephone: 409 770 5355  
Email: [cynthia.pagan@co.galveston.tx.us](mailto:cynthia.pagan@co.galveston.tx.us)

#### CONTRACTOR:

Name of Company: Ducky Johnson  
Name of Designated contact person: Cody Lawrence  
Address: 7096 Hwy 90  
GRAND RIDGE FL 32442  
Telephone: 504-701-4541  
Email: clawrence@permalock.net

#### HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: Peggy Irene Duncan

HOMEOWNER'S contact: Peggy Irene Duncan \*

Address of Homeowner: 705 DORAL CT, FRIENDSWOOD TX 77546  
Telephone: 281-330-6356  
Email: pduncan21@aol.com

\*Only those person(s) listed within the real property records on file in the Office of the Galveston County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the COUNTY, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to execution of this AGREEMENT.

### ARTICLE III. ACRONYMS AND DEFINITIONS

**A. Acronyms.** The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire, required under Chapter 176 of the Texas Local Government Code, attached hereto as Exhibit F.
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance" and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA SRL Grant administered pursuant to Contract No. TWDB 1200011417 by and between the County of Galveston, Texas and the Texas Water Development Board.
11. **TWDB** means the Texas Water Development Board, that agency of the State of Texas administering the SRL Program.
12. **TWIA** means the Texas Windstorm Insurance Association that pool of property and casualty insurance companies authorized to write coverage in Texas in accordance with State law.

**B. Definitions.** The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Tri-Party Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
  - a. Exhibit A: CONTRACTOR's Completed Work Write-Up/Project Cost sheet (PLANS AND SPECIFICATIONS)
  - b. Exhibit B: CONTRACTOR's Bid Certification
  - c. Exhibit C: MITIGATION OFFER/ Declination Notice
  - d. Exhibit D: TWDB specific clauses
  - e. Exhibit E: FEMA Record of Environmental Consideration
  - f. Exhibit F: CIQ Form
  - g. Exhibit H: Blank FEMA Elevation Certificate and Instructions (2012 Edition) (FEMA Form 086-0-33)

A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit G. Exhibit G is not incorporated herein and is attached hereto solely for documentation purposes.

2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.

3. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from COUNTY to CONTRACTOR.
4. **COMPLETION DATE** means the one hundredth (100th) calendar day following the COMMENCEMENT DATE.
5. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.
6. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, which is administering this Galveston County SRL Elevation Program through its Grants Administrator.
7. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in PLANS AND SPECIFICATIONS (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT does not include NON-ELEVATION COSTS.
8. **ELEVATION COSTS** means the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.
9. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et. seq*; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the PLANS AND SPECIFICATIONS (Exhibit A), and all of the following have been executed and delivered to the County:
  - a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
  - b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
    - i. verified work completed in compliance with terms of grant;
    - ii. verified Design Engineer compliance;
    - iii. verified ADA compliance (if required);
    - iv. submit copy of new survey (if required);
    - v. submit copy of new elevation certificate (FEMA Form 086-0-33; see Exhibit H); and
    - vi. confirmation of recorded deed restrictions on file in real property records within the Office of the Galveston County Clerk.
  - c. Proof that all utilities for the home have been installed and are operable;
  - d. Lien Waiver Affidavits executed by Contractor, and by every subcontractor and supplier who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
  - e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
  - f. Complete list of any contractors or subcontractors who have performed work on or furnished materials for the IMPROVEMENTS identified in PLANS AND SPECIFICATIONS (Exhibit A); and
  - g. Any other requirement(s) specified herein.
11. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.
12. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding PLANS AND SPECIFICATIONS (Exhibit A) approved by the COUNTY. The elevation of that single-family residence may consist of the following:
  - a. Slab elevation;
  - b. Slab separation and elevation;

- c. Pier and beam elevation;
  - d. Piling and beam elevation; and/or
  - e. other as specified in PLANS AND SPECIFICATIONS (Exhibit A)
13. **LOCAL SHARE AMOUNT** means the funding received from the HOMEOWNER to cover the SRL Grant required 10% Local Match. This Local Match comes from Homeowner out-of-pocket cash funds and is due and owing at the time of signing this AGREEMENT, and may be reimbursed to HOMEOWNER through ICC funds when applicable. ICC coverage may reimburse a portion of the required non-Federal cost share for which the HOMEOWNER is responsible, up to 10% of eligible costs associated with elevating a structure. Finally, eligible TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER
  14. **MITIGATION OFFER** means the amount equal to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in PLANS AND SPECIFICATIONS (Exhibit A), in accordance with each and every term and condition of this AGREEMENT. The price for specific items of work is stated in PLANS AND SPECIFICATIONS (Exhibit A).
  15. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A), as "NON-ELEVATION COSTS", if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are not eligible for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit G.
  16. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided to the COUNTY by CONTRACTOR in PLANS AND SPECIFICATIONS and attached to this AGREEMENT as Exhibit A. PLANS AND SPECIFICATIONS must provide sufficient detail to enable COUNTY to determine that costs are reasonable. For example, PLANS AND SPECIFICATIONS must include detailed description of the elevation work to be provided and the accompanying line item cost for each component of elevation work to be provided. PLANS AND SPECIFICATIONS must also identify the base flood elevation for the IMPROVEMENTS and the elevation that the IMPROVEMENTS shall be elevated. For example, stating only that a home is to be elevated "X" number of feet is insufficient; rather, the PLANS AND SPECIFICATIONS must also identify the resulting elevation of the IMPROVEMENTS.
  17. **PRIMARY RESIDENCE** means that dwelling that HOMEOWNER has actually lived in for eighty-percent (80%) of the prior consecutive 365 days or eighty-percent (80%) of the period of ownership in those circumstances where the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver license, homestead exemption, and like documents.
  18. **PROGRAM** means the Galveston County Severe Repetitive Loss Elevation Program wherein County and the TWDB have entered into contract number 1200011417 for the administration of this grant program.
  19. **PROJECT HARD COSTS** means the total cost of the project including ELEVATION CONTRACT AMOUNT and NON-ELEVATION COSTS as identified in PLANS AND SPECIFICATIONS (Exhibit A) and TEMPORARY HOUSING. NON-ELEVATION COSTS are governed by a separate contract between HOMEOWNER and CONTRACTOR; the COUNTY is not a party to that separate contract. This AGREEMENT includes references to non-elevation work to be provided and its attendant NON-ELEVATION COSTS to record such construction for grant purposes since such construction is occurring at the WORKSITE. Notwithstanding anything to the contrary, all PARTIES acknowledge and agree that the provision of non-elevation construction and associated services and the subsequent NON-ELEVATION COSTS is not pursuant to this Agreement. Finally, PROJECT HARD COSTS shall also include the Preparation and Presentation of Mitigation Offer cost, Project Management cost, and ICC claim processing cost if applicable.
  20. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.
  21. **RFQ** means, as applicable, the Request for Qualifications B121014 or the Request for Qualifications B131024, issued by the County of Galveston.
  22. **TEMPORARY HOUSING** means a place to live for a limited period of time and for purposes of this AGREEMENT further means the lodging costs incurred by HOMEOWNER during the period of time that HOMEOWNER is displaced from their home due to eligible elevation construction to such home. TEMPORARY HOUSING eligible for reimbursement to HOMEOWNER does not include food and does not include transportation costs. Rather,

TEMPORARY HOUSING eligible for reimbursement includes solely reasonable incurred lodging costs. Such reasonable incurred lodging costs, as evidenced by copies of receipts and proof of payment to be provided by HOMEOWNER to COUNTY, are eligible for 90% reimbursement to HOMEOWNER from this SRL Program provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs are attributable to only that period of time that TEMPORARY HOUSING is necessary because HOMEOWNER is displaced from their home, their PRIMARY RESIDENCE, due to eligible elevation construction. TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. Requirements for reimbursement of eligible TEMPORARY HOUSING costs is further detailed in Article V, Section C of this AGREEMENT.

23. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as PLANS AND SPECIFICATIONS (Exhibit A).
24. **WORKSITE** means the site within the PROPERTY where the elevation construction is occurring and any surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

#### ARTICLE IV. ELEVATION OF IMPROVEMENTS - FINANCIAL SUMMARY AND DRAW SCHEDULE

##### A. Financial Summary:

1. PROJECT HARD COSTS components:
 

a. Preparation and Presentation of MITIGATION OFFER	\$3,500.00
b. Project Management	\$3,500.00
c. ELEVATION CONTRACT AMOUNT	<b>\$183,020.00</b>
d. NON-ELEVATION COSTS**	<b>\$3,850.00</b>
e. TEMPORARY HOUSING, if applicable***	<b>\$820.00</b>
f. ICC Claim Processing Fee****	<u>\$TBD</u>
Total Budgeted PROJECT HARD COSTS:	<b>\$194,690.00</b>
2. PROJECT HARD COSTS:
  - a. Total Due from HOMEOWNER:

10% of Preparation and Presentation of MITIGATION OFFER*	\$350.00
10% of Project Management*	\$350.00
10% of ELEVATION CONTRACT AMOUNT	<b>\$18,302.00</b>
100% of NON-ELEVATION COSTS (paid separately)**	<b>\$3,850.00+</b>
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	<b>\$820.00</b>
10% of ICC claim processing fee (\$100), if applicable****	<u>\$TBD</u>
  - b. Federal Share (90% of grant eligible costs):

90% of Preparation and Presentation of MITIGATION OFFER*	\$3,150.00
90% of Project Management	\$3,150.00
90% of ELEVATION CONTRACT AMOUNT	<b>\$164,718.00</b>
00% of NON-ELEVATION COSTS**	\$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	<b>\$738.00</b>
90% of ICC claim processing fee (\$900), if applicable****	<u>\$TBD</u>
  - c. Total PROJECT HARD COSTS:

**\$194,690.00**

\*, \*\*, \*\*\*, and \*\*\*\* are described below:

\* \$350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the \$3,500.00 fee for preparation and presentation of MITIGATION OFFER. \$350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the \$3,500.00 Project Management cost.

**\*\* Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.**

**\*\*\* TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.**

**\*\*\*\* ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT (\$100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.**

**B. Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
  - a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
    1. Foundation inspection is required;
    2. CONTRACTOR Request for Payment Form;
    3. CONTRACTOR itemized invoice;
    4. Progress Inspection Report Form;
      - a.) Engineering feasibility letter
      - b.) Initial elevation certificate
      - c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
      - d.) Project timetable
      - e.) Copies of requisite permits
      - f.) Copy of fully executed Tri-party AGREEMENT
    5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
    6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
    7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
  - b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
    1. CONTRACTOR Request for Payment Form;
    2. CONTRACTOR itemized invoice;
    3. Progress Inspection Report Form;
      - a.) Engineering concurrence
      - b.) Concurrence as to 60% completion
      - c.) Copies of requisite permits
      - d.) TWIA compliance
      - e.) Grant compliance
      - f.) HOMEOWNER acceptance
    4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four

- exterior walls and an adequate number of pictures for the interior;
5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
  6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
  2. CONTRACTOR itemized invoice;
  3. Progress Inspection Report Form;
    - a.) Engineering concurrence
    - b.) Concurrence as to 90% completion
    - c.) TWIA compliance
    - d.) ADA compliance (if required)
    - e.) Grant compliance
    - f.) HOMEOWNER acceptance
  4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
  5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
  6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
  2. Final CONTRACTOR itemized invoice;
  3. Final Inspection Form;
  4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
  5. Certificate of occupancy;
  6. New survey (if required);
  7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
  8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
  9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
  10. HOMEOWNER acceptance;
  11. Grant compliance reconciliation (if non-grant work was also performed); and
  12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.
3. **Withholding Payment to CONTRACTOR:** COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
- a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
  - b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
  - c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

#### **ARTICLE V. HOMEOWNER'S OBLIGATIONS**

- A. **HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT:** HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERS may receive a refund up to the full LOCAL SHARE AMOUNT through an

ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

- B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.
- C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within \_\_\_ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEOWNER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OCM&utm\\_medium=print-radio&utm\\_term=HP\\_01\\_Requested\\_perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts).

Or, the GSA per diem rates may be accessed by going to <http://www.gsa.gov/portal/category/100000#> and then clicking on the link entitled "Per Diem Rates".

- D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.
- E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.
- F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.
- G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.
- H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

- I. **Prior Lien Holder Rights:** By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. **HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**
- J. Reserved
- K. **Liens:** HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.
- L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.
- M. **Insurance Provision and filing of Deed Restriction:** HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of \$250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**
- N. **HOMEOWNER's Representations:** HOMEOWNER represents the following to COUNTY and CONTRACTOR:
1. HOMEOWNER is the fee simple owner of the PROPERTY.
  2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
  3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
  4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
  5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.

6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the same.
  7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.
- O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.
- P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.
- Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

#### ARTICLE VI. CONTRACTOR OBLIGATIONS

- A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).
- B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within \_\_\_\_ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.
- C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.
- D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.
- E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under

this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.

- F. **Records Retention:** CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.
- G. **CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.**
- H. **Prompt Payment:** CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.
- I. **Allocation of Profit:** CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.
- J. **Due Diligence Responsibility:** CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.
- K. **Elevation Timing; Delay Damages:** CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars (\$100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.
- L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.
- M. **Lead and Asbestos:** CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title

25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

- N. **Compliance With Federal Laws:** CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:
1. **Lead-Based Paint.** CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
  2. **Noise Abatement.** CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
  3. **Archeological Discoveries.** CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
  4. **FEMA Record of Environmental Consideration Special Conditions** required on implementation of Projects specified in Exhibit E.
- O. **Insurance:** At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.
1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate;
  2. An automobile liability policy with a combined single limit of \$1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
  3. Workers' compensation policy providing statutory Texas benefits;
  4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
  5. A professional liability policy that will cover all acts, errors, or omissions in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
  6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.
- P. **WORKSITE Protection:** CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).
- Q. **Utilities:** CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.
- R. **Information:** CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

- S. **Debarment and Suspension:** CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.
- T. **CONTRACTOR Warranty to HOMEOWNER:** CONTRACTORS will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:
1. A five-year workmanship and materials warranty;
  2. A five-year mechanical and delivery system warranty; and
  3. A five-year structural warranty.
- CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.
- U. **Limited Warranty to COUNTY:** CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.
- V. **Equal Opportunity/Non-Discrimination:** The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.
- W. **BOND:** Insert project specific payment/performance BOND details:
- X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.
- Y. **Assignment:** CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.
- Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.
- AA. **TWDB Provisions:** CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

#### **ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS**

- A. **Limited Obligation of COUNTY:** The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.
- B. **The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):**

1. The quality or timing of elevation;
  2. Warranty work;
  3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
  4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
  5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
  6. Verification of liens on the PROPERTY;
  7. Removal of liens;
  8. Curing title defects; or
  9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.
- C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORS and HOMEOWNERS, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORS or subcontractors, or prevention of claims for mechanic's liens.
- To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.
- To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.
- D. **Limitation of Warranties:** To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed as limiting CONTRACTOR's warranties to HOMEOWNER.

#### **ARTICLE VIII. DEFAULT AND REMEDIES**

- A. **CONTRACTOR Default:** CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:
1. Terminate this AGREEMENT on written notice to CONTRACTOR.
  2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
  3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
  4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
  5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials,

equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER'S Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER'S default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
  - i. Terminate this AGREEMENT on written notice to HOMEOWNER.
  - ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
  - iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
  - iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

- A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.
- B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.
- C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.
- D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.
- E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings,

commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

- F. **Duty To Provide Additional Information:** HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:
1. Governmental or private authority having jurisdiction over the PROPERTY;
  2. Insurance company carrying a policy pertaining to the PROPERTY;
  3. Lender holding a lien or security interest against any part of the PROPERTY; or
  4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.
- G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.
- H. **Severability:** If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.
- J. **Force Majeure:** No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- K. **Authority:** Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.
- L. **Amendment:** This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.
- M. **Survival:** The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

**\*\*\*EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE\*\*\***

**\*\*\*The Remainder of this page is intentionally left blank\*\*\***

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

**COUNTY OF GALVESTON, TEXAS:**

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan, County Clerk

\_\_\_\_\_  
Date Attested

**CONTRACTOR:**

Carl J. Gilbow ACCTREP  
Signature and Title

CARL J GILBOW ACCTREP  
Printed Name and Title of person signing for CONTRACTOR

10-18-13  
Date Signed

**HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):**

Peggy Dureau  
Signature of Homeowner

10/17/13  
Date Signed by Homeowner above

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date Signed by Homeowner above

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date Signed by Homeowner above

**PLANS AND SPECIFICATIONS (Exhibit A)**

CONTRACTOR's Completed Work Write-Up/Project Cost sheet specific to this PROPERTY



**Ducky Johnson House Movers, LLC**  
[www.duckyjohnsonhousemovers.com](http://www.duckyjohnsonhousemovers.com)  
 1-888-HOME-LIFT  
 281-770-6158

Homeowner Name	Peggy Irene Duncan
Homeowner Address	705 Doral Ct Friendswood TX 77546
Square Footage	2106
Foundation Type (Slab, Wood, Combination)	Slab
Number of feet house will be elevated above current finish grade	3
Explanation for height: FEMA Risk Map6 Zone X.	Per Grade Beams of House to clear for ventilation of house
Installing Handicap Ramp, Lift, or None.. (If any, must have physicians written certification & be approved)	None

ELIGIBLE ELEVATION ACTIVITES			
Scope of Work Item	UNITS	UNIT PRICE	EXTENSION
Obtain permits and engineered drawings. Permits \$800.00 - Engineered Drawing \$2200	1	\$ 3,000	\$ 3,000.00
Obtain elevation certificates.	1	\$ 800	\$ 800.00
			\$ -
<b>(SLABS)</b> Excavate under existing foundation& Install new pilings pushed to refusal. (10,000 psi) approximately <b>(64)</b> pilings.	64	\$ 1,000	\$ 64,000.00
<b>(SLABS &amp; WOOD FRAME)</b> Pour approximately <b>(200)</b> feet of continuous steel reinforced concrete foundation. Concrete will be steel reinforced 4000 P.S.I.	200	\$ 50	\$ 10,000.00
<b>(SLABS)</b> Install approximately <b>(200)</b> linear feet of CMU block wall including transition band, vents and access panel.	200	\$ 50	\$ 10,000.00
Raise, shore and re-align the above named residence. <b>Ducky Johnson House Movers, LLC</b> will be the company operating the Universal Jacking machine to Lift the house.	1	\$ 73,300	\$ 73,300.00
Disconnect and reconnect/repair water, gas and electrical (as necessary). Additional cost due to the utilities are located on the back of the non elevated garage.	1	\$ 9,500	\$ 9,500.00
Elevate A/C and platform.	1	\$ 1,200	\$ 1,200.00
Cost to raise and secure back breezeway roof line to structure. Detach and reattach to the garage roof.	1	\$ 1,500	\$ 1,500.00
Install <b>(1)</b> Concrete Stairways with wrought iron rails. <b>(description below)</b>	1	\$ 500	\$ 500.00
concrete stairs only front landing raised with house.			
Install <b>(1)</b> concrete oversize landings at openings. Entered 2 units for oversized. <b>(description below)</b>	2	\$ 500	\$ 1,000.00
<b>(1)</b> concrete landing (14x4) and <b>(1)</b> stairs for <b>(2)</b> rear entry doors. Cost effective for oversize landing and only <b>(1)</b> stairs. Grant program allows (5x5) landing, <b>(2)</b> landings would equal (50) sqft. The oversized landing (14x4) is (56) sqft. The oversized landing is (6) sqft larger than allowed. Thus (6) sqft of decking is \$60 compared to another set of stairs \$250.			

Install (1) concrete oversize landings at openings. Entered 2 units for oversized. (description below)	2	\$ 500	\$ 1,000.00
(1) concrete landing (8x5) for rear entry door. Oversized landing for french entry door(double doors).			
Concrete/flat work. Includes break out. Repair any driveways, patio, sidewalks damaged during construction. (240) sq.ft.	240	\$ 8	\$ 1,920.00
Remove all trash and Dumpster.	1	\$ 600	\$ 600.00
Cost to raise and secure back patio roof line to columns and structure.	1	\$ 1,500	\$ 1,500.00
Landscape damaged area of yard, topsoil and sod. (3200) sqft	3200	\$ 1	\$ 3,200.00
<b>TOTAL ELIGIBLE ELEVATION ACTIVITIES</b>			<b>\$ 183,020.00</b>

<b>INELIGIBLE ELEVATION ACTIVITES</b>			
Scope of Work Item	UNITS	UNIT PRICE	EXTENSION
Cosmetic Finish, Stucco, Brick, Split Faced Block, other siding (600) sq.ft. (indicate Choice Below)(or indicate if none)			
Split Faced Block	600	\$ 1	\$ 600.00
Painting of Block Wall (indicate Yes or No below)			
Yes	1	\$ 250	\$ 250.00
New Wood Deck Construction (indicate size below)			
Decorative transition band around house.			
	1	\$ 1,000	\$ 1,000.00
UPGRADE TO CONCRETE			
(2) oversized landings upgrade from wood to concrete. Units is 4 for oversized.	4	\$ 500	\$ 2,000.00
Additional Landscaping (indicate what installing below)			
	1	\$ -	\$ -
	1	\$ -	\$ -
	1	\$ -	\$ -
OTHER	1	\$ -	\$ -
OTHER	1	\$ -	\$ -
OTHER	1	\$ -	\$ -
OTHER	1	\$ -	\$ -
OTHER	1	\$ -	\$ -
<b>TOTAL INELIGIBLE ELEVATION ACTIVITIES</b>			<b>\$ 3,850.00</b>

<b>TOTAL CONTRACT COST (ELIGIBLE + INELIGIBLE COST)</b>	<b>\$ 186,870.00</b>
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	DAYS	RATE	EXTENSION
<b>TEMPORARY HOUSING EXPENSES</b>	10	\$ 82	<b>\$ 820.00</b>

**Exhibit B:**

**County of Galveston/SRL Elevation Program  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

Proposer: Ducky Johnson Date of Certification: 10-18-13

Proposer CERTIFIES, to the best of its knowledge and belief, that Contractor and/or any of Contractor's Principals:

- 1.) Are NOT presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or State agency;
- 2.) Have NOT, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
- 3.) Are NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
- 4.) Have NOT, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means i.) an officer, director, owner, partner, principal investigator, or other person within the participant (Proposer herein) with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this SRL Elevation grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer represents and warrants that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

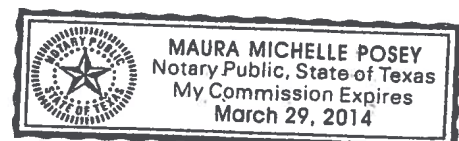
By: Carl J. Gilbow  
Signature

CARL J GILBOW partner  
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on  
this 18<sup>th</sup> day of October, 2013.

Maura Michelle Posey  
Notary Public in and for the State of Texas

My commission expires: 03/29/2014



**Exhibit C**

**MITIGATION OFFER/Declination Notice specific to this PROPERTY**

**Severe Repetitive Loss (SRL) Pilot Program  
Final Mitigation Offer**

**Grantee [State/Territory/Tribe]:** Texas Water Development Board

**Subgrantee:** Galveston County

**Property Owner(s):** Peggy Irene Duncan

**Property Address:** 705 DORAL CT FRIENDSWOOD TX 77546

**NFIP Policy Number:**

**Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

**Section A. Property Acquisition**

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

“I certify that I am a National of the United States or a qualified alien.”

Elevation – N/A

\_\_\_\_\_  
Signature of SRL Property Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of SRL Property Owner(s)

\_\_\_\_\_  
Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

#### **Section B. For Mitigation Activities Other than Acquisition**

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: **\$190,840.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:

Peggy Irene Duncan

*The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.*

<u>pd</u>	<u></u>	<u>10/17/13</u>
Homeowner(s)	Local Government Official(s)	Date

<u></u>	<u></u>	<u></u>
Homeowner(s)	Local Government Official(s)	Date

<u></u>	<u></u>	<u></u>
Homeowner(s)	Local Government Official(s)	Date

**Accepting or Declining the Mitigation Offer**

**You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to [City/County] in the attached envelope or in person at [City/County address]. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.**

1. You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).


This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

**Accepting the Mitigation Offer**

Final Mitigation Offer: **\$190,840.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

  
Signature of SRL Property Owner(s) or Authorized Representative(s)

10/17/13  
Date

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

NFIP Policy Number: \_\_\_\_\_

Repetitive Loss Number: \_\_\_\_\_

## **Exhibit D**

### **Subcontracting Guidelines Items When Subcontracting Work Related to Texas Water Development Board Funded Projects**

Link to guidelines - [http://www.twdb.state.tx.us/about/contract\\_admin/](http://www.twdb.state.tx.us/about/contract_admin/)

#### **STATE AUDITOR CLAUSE**

By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

#### **FINANCIAL RECORDS**

The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

#### **OWNERSHIP**

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

#### **NO DEBT AGAINST THE STATE**

This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

#### **LICENSES, PERMIT, AND INSURANCE**

Date: 10-18-13

## **Exhibit E**

### **FEMA Record of Environmental Consideration**

#### **Special Conditions required on implementation of Projects:**

##### **Executive Order 11988 - Floodplains**

The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

##### **Executive Order 11988 - Floodplains**

The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

##### **Executive Order 11990 - Wetlands**

The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

##### **Executive Order 11990 - Wetlands**

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

##### **Endangered Species Act (ESA)**

The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemps Ridley sea turtle or its nest is encountered on or adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, construction activities will cease and the U.S. Fish and Wildlife Service (USFWS) will be contacted.

OTHER (enter specifics in comments)

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Exhibit F****CIQ Form**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Ducky JOHNSON</p>		
<p><b>2</b> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center; font-size: 1.2em;">Caeli. Johnson</p> <p style="font-size: 0.8em;">Signature of person doing business with the governmental entity</p>		<p style="font-size: 1.2em;">10-18-13</p> <p style="font-size: 0.8em;">Date</p>

**Exhibit G**

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT



**Contract**

Date: 10-16-2013 Parcel  
Owner: Peggy Duncan ID: \_\_\_\_\_  
Address: 705 Doral Ct Friendswood TX 77546  
Phone: \_\_\_\_\_

This agreement is made between Peggy Duncan (hereinafter referred to as "owner") and Ducky Johnson House Movers a domestic corporation (hereinafter referred to as "Contractor").

**Scope of Work:**

Split Face Block Cmu wall and paint. Upgrade 2 oversize WOOD landings to CONCRETE.  
Decorative transition band around house.

**Total Price: \$ 3,850.00**

By signing below, Owner hereby agrees to all terms and conditions contained on pages 1 & 2 of this Agreement and authorizes Contractor to perform the work detailed in this Agreement.

Peggy Duncan PEGGY DUNCAN 10/17/13  
Owner Signature Printed Name Date

Carl J. Hilborn CARL J GILBORN 10-16-13  
Owner Signature Printed Name Date  
Contractor Authorized Signature Printed Name Date

Contractor Authorized Printed Name Date

PEGGY DUNCAN  
705 DORAL CT  
FRIENDSWOOD, TX 77546

32-61  
1110 598

102

DATE

10/17/13

PAY TO THE  
ORDER OF

Ducky Johnson  
Three thousand Eight Hundred Fifty Six <sup>00</sup>/<sub>100</sub> \$ 3850.<sup>00</sup>  
DOLLARS

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Ineligible Activities Peggy Duncan  
⑆111000614⑆ 157681570⑈0102

Received 10-17-13

Carl J. Gilbow

CARL J. GILBOW

Ducky JOHNSON HOUSE REMOVERS

**Exhibit H**

**Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33**



**FEMA**

**NATIONAL FLOOD INSURANCE PROGRAM**

**ELEVATION CERTIFICATE**

**AND**

**INSTRUCTIONS**

**2012 EDITION**

# National Flood Insurance Program ELEVATION CERTIFICATE

## Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

## Privacy Act Statement

**Authority:** Title 44 CFR § 61.7 and 61.8.

**Principal Purpose(s):** This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

**Routine Use(s):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

**Disclosure:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

## Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

# ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1-9.

OMB No. 1660-0008  
Expiration Date: July 31, 2015

## SECTION A - PROPERTY INFORMATION

A1. Building Owner's Name		FOR INSURANCE COMPANY USE
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.		Policy Number:
City	State	Company NAIC Number:
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.)		
A5. Latitude/Longitude: Lat. _____ Long. _____		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number _____		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) _____ sq ft		a) Square footage of attached garage _____ sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A8.b _____ sq in		c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No

## SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number			B2. County Name		B3. State
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: _____ / _____ / _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

## SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings\* ☐ Building Under Construction\* ☐ Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: \_\_\_\_\_ Vertical Datum: \_\_\_\_\_

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: \_\_\_\_\_  
Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters

## SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

☐ Check here if comments are provided on back of form.  
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE  
SEAL  
HERE

**ELEVATION CERTIFICATE, page 2**

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:	
City	State	ZIP Code	Company NAIC Number:	

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature

Date

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions),

the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.E3. Attached garage (top of slab) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: ☐ New Construction ☐ Substantial ImprovementG8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_G10. Community's design flood elevation: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or R.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:
<p>If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.</p>			

## Instructions for Completing the Elevation Certificate

OMB No. 1660-0008  
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

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### SECTION A – PROPERTY INFORMATION

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**Items A1–A4.** This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

**Item A5.** Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

**Item A6.** If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

**Item A7.** Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

**Item A8.a** Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

**Items A8.b–d** Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A8.b–c.

**Item A9.a** Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

**Items A9.b–d** Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.b–c.

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## SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

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Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building’s location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community’s FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building’s construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

**Item B1.** NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a “community” is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP Community Status Book, available on FEMA’s web site at <http://www.fema.gov/fema/csb.shtml>, or call 1-800-358-9616.

**Item B2.** County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter “unincorporated area.” For an independent city, enter “independent city.”

**Item B3.** State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

**Items B4–B5.** Map/Panel Number and Suffix. Enter the 10-character “Map Number” or “Community Panel Number” shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the “Map Number” is the letter “C” followed by a 4-digit map number. For maps not in a county-wide format, enter the “Community Panel Number” shown on the FIRM.

**Item B6.** FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

**Item B7.** FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

**Item B8.** Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

**Item B9.** Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Item B10.** Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

**Item B11.** Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

**Item B12.** Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

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### SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

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Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

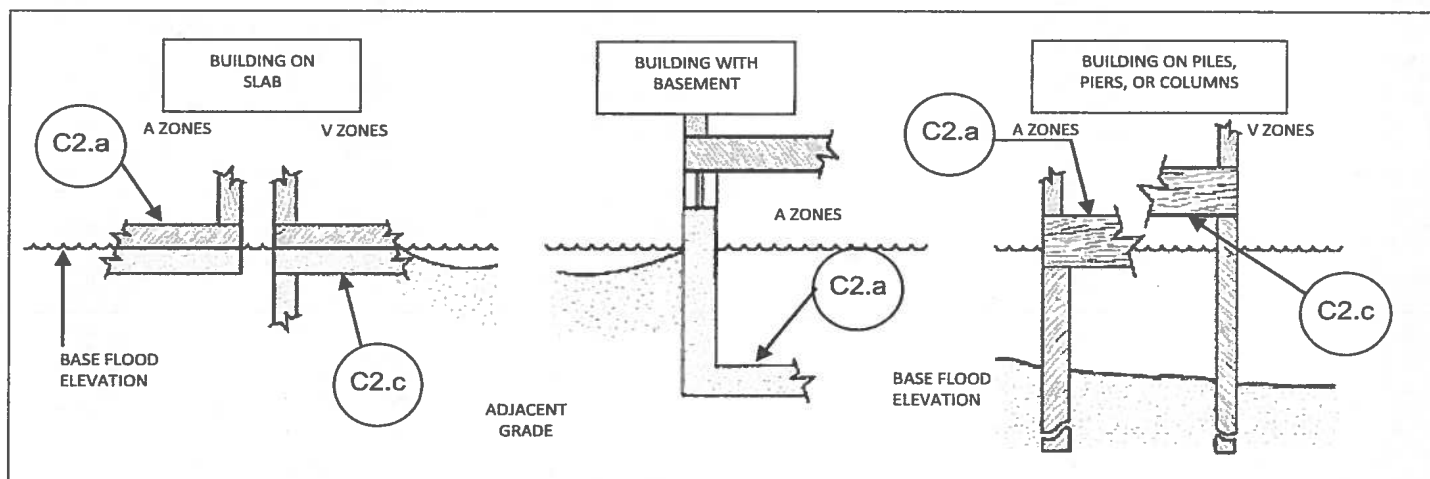
**Item C1.** Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

**Item C2.** A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Items C2.a–d** Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

**Item C2.e** Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

**Items C2.f–g** Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

**Item C2.h** Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

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#### **SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

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Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

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#### **SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

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Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

**Items E1.a and b** Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

**Item E2.** For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

**Item E3.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

**Item E4.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

**Item E5.** For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

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#### **SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

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Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

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## SECTION G – COMMUNITY INFORMATION (OPTIONAL)

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Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

**Item G4.** Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

**Item G5.** Date Permit Issued. Enter the date the permit was issued for the building.

**Item G6.** Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

**Item G7.** New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

**Item G8.** As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

**Item G9.** BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

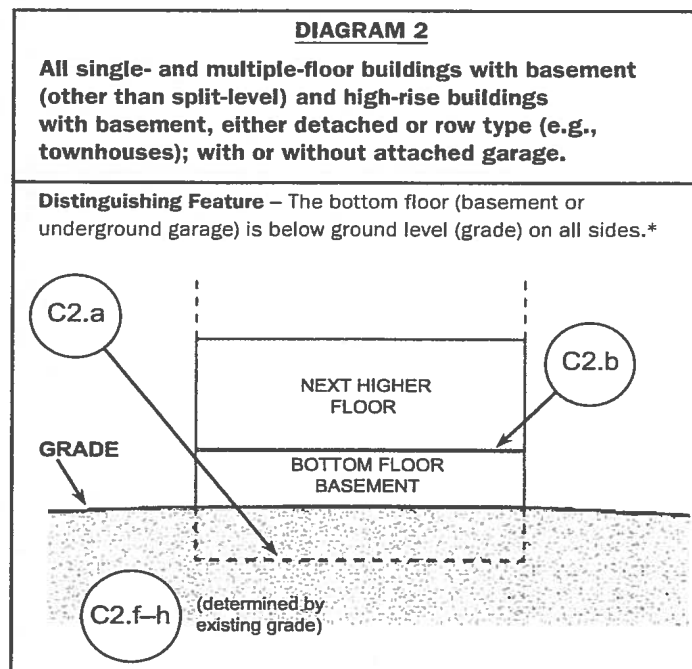
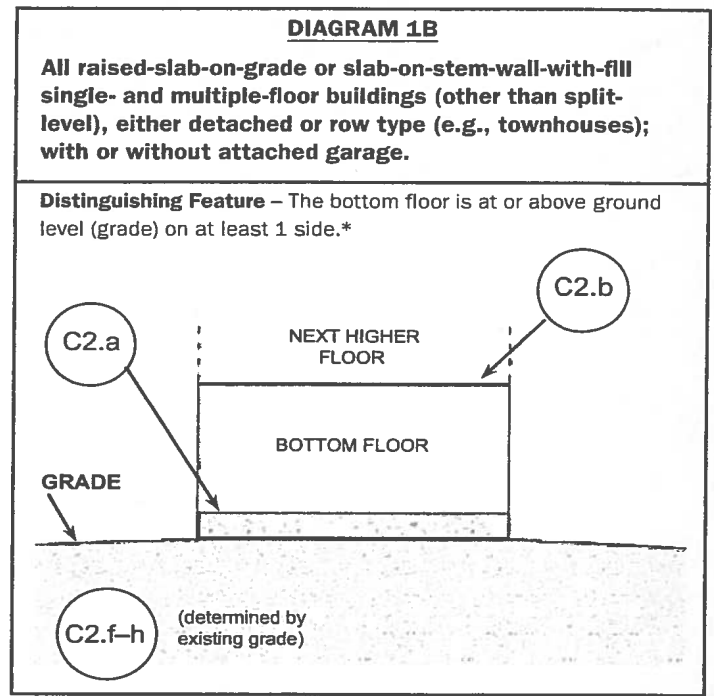
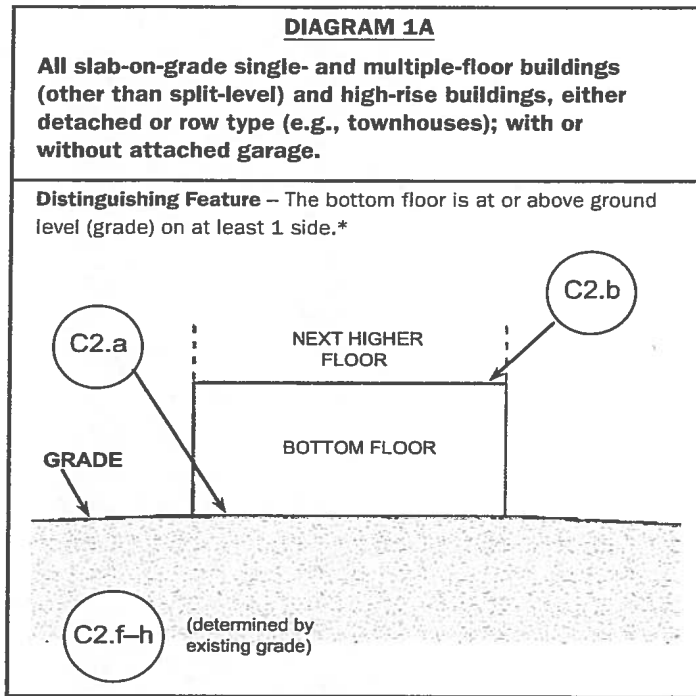
**Item G10.** Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

## Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

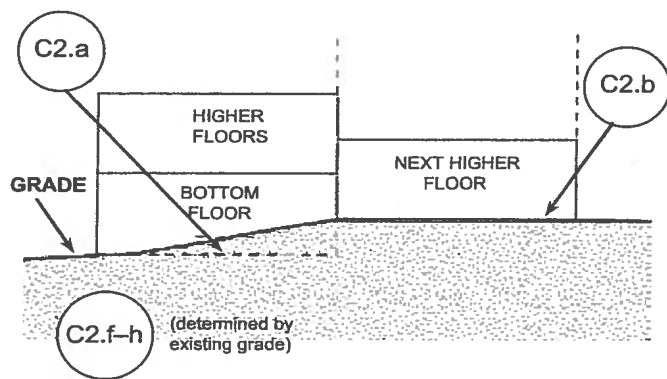


\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

**DIAGRAM 3**

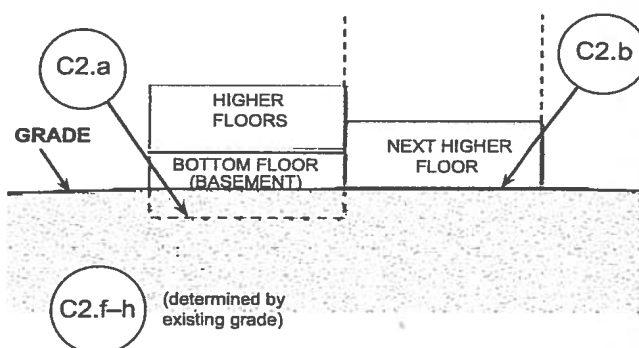
**All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.**

**Distinguishing Feature** – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.\*

**DIAGRAM 4**

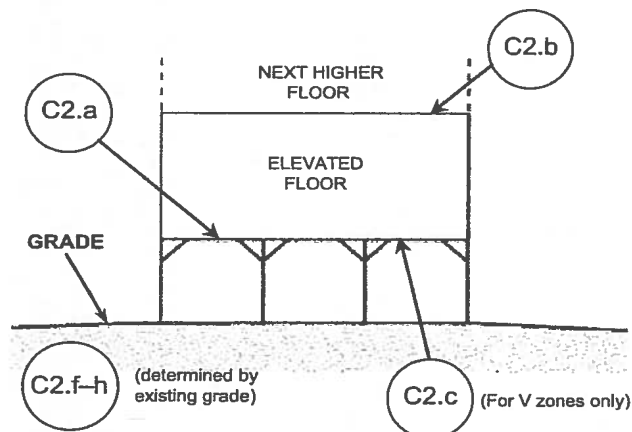
**All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.**

**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*

**DIAGRAM 5**

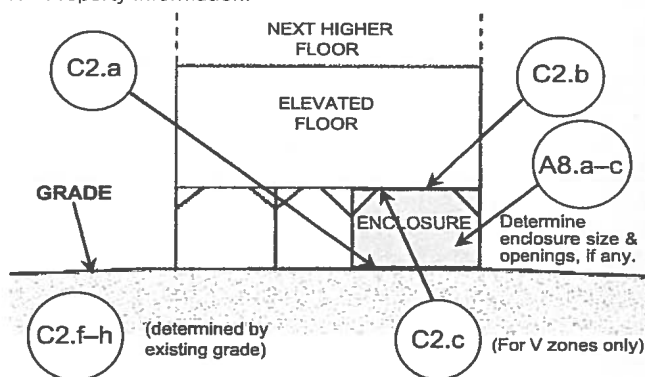
**All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.**

**Distinguishing Feature** – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

**DIAGRAM 6**

**All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.**

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



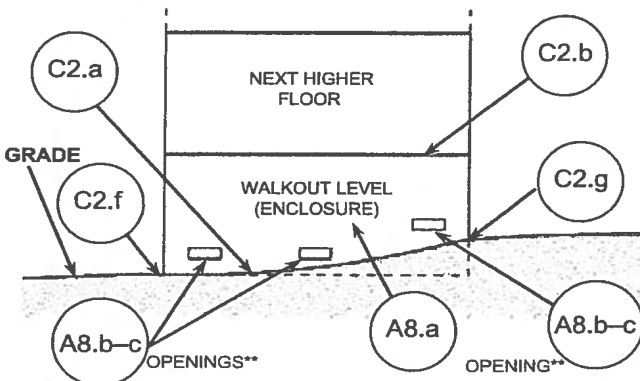
\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

**DIAGRAM 7**

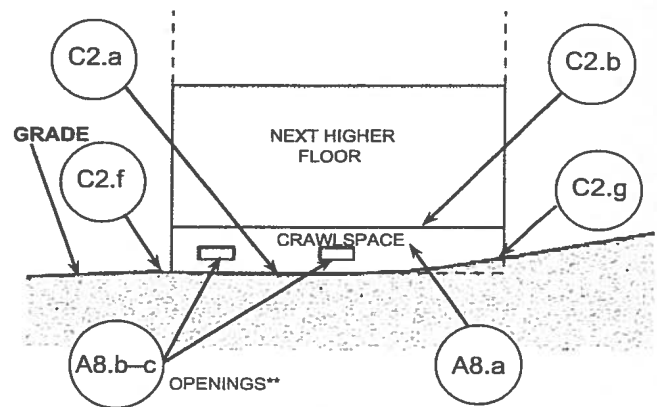
All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

**DIAGRAM 8**

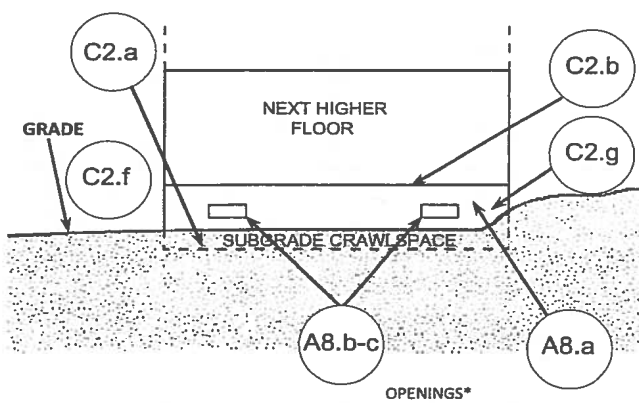
All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

**Distinguishing Feature** – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings\*\* present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

**DIAGRAM 9**

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

**Distinguishing Feature** – The bottom (crawlspace) floor is below ground level (grade) on all sides.\* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #6.b.b.1.

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

<b>Department:</b>	<b>General Government</b>	<b>BA 13-091-1021-A</b>
<b>Date Submitted:</b>	<b>October 16, 2013</b>	<b>(Assigned by Budget Office)</b>

**COMMISSIONER'S COURT ACTION:**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**GENERAL EXPLANATION:**

Request funding for additional redistricting litigation expenditures.

This budget amendment does not increase the budget for FY 2013.

**TRANSFER FROM**

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	117,508	
<b>TOTAL - Transfer From</b>			<b>\$ 117,508</b>	

**TRANSFER TO**

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	110000 - General Government	5481000 - Contract Services	117,508	
<b>TOTAL - Transfer To</b>			<b>\$ 117,508</b>	

**ADDITIONAL COMMENTS:**

The Director of Professional Services is requesting additional funds to cover redistricting litigation expenditures.

Description	General Fund - Budgeted Reserves	General Government - Contract Services
Beginning Balance, September 30, 2013	\$13,020,611	\$330,415
BA 13-091-1021-A	-\$117,508	\$117,508
<b>Total Amended Budget (if approved)</b>	<b>\$12,903,103</b>	<b>\$447,923</b>
<b>Total Expenditures and Encumbrances to date</b>	<b>\$0</b>	<b>\$425,142</b>
<b>Total Budget Available (if approved)</b>	<b>\$12,903,103</b>	<b>\$22,781</b>

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 10/16/2013  
Budget Office Authorization \_\_\_\_\_ Date \_\_\_\_\_

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Auditor's Remarks:

**COMMISSIONERS COURT APPROVAL**

Date Submitted: \_\_\_\_\_

Date Approved: \_\_\_\_\_

AGENDA ITEM #6.b.b.2.

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

<b>Department:</b>	District Attorney	<b>BA 14-013-1021-C</b>
<b>Date Submitted:</b>	October 17, 2013	<b>(Assigned by Budget Office)</b>

**COMMISSIONER'S COURT ACTION:**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**GENERAL EXPLANATION:**

Request for intra-departmental transfer from Supplies and Materials to Travel and Education to cover travel for DA staff to interview witnesses.

This budget amendment does not increase the budget for FY 2014.

**TRANSFER FROM**

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	127100-District Attorney	5310000 - Supplies and Materials	1,000	
<b>TOTAL - Transfer From</b>			<b>\$ 1,000</b>	

**TRANSFER TO**

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	127100-District Attorney	5496100 - Travel and Education	1,000	
<b>TOTAL - Transfer To</b>			<b>\$ 1,000</b>	

**ADDITIONAL COMMENTS:**

The District Attorney is requesting an intra-departmental transfer from Supplies and Materials to Travel and Education to cover travel for DA staff to interview witnesses. In FY2013 and 2014, the budget for Travel and Education in the District Attorney office was zero.

	District Attorney - Supplies and Materials	District Attorney - Travel and Education
Beginning Balance, October 17, 2013	\$43,500	\$0
BA 14-013-1021-C	-\$1,000	\$1,000
<b>Total Funds Available</b>	<b>\$42,500</b>	<b>\$1,000</b>
Expenditures and Encumbrances to date	\$46	\$0
<b>Funds Available Upon Approval</b>	<b>\$42,454</b>	<b>\$1,000</b>

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 10/16/2013  
Budget Office Authorization \_\_\_\_\_ Date \_\_\_\_\_

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Auditor's Remarks:

**COMMISSIONERS COURT APPROVAL**

Date Submitted: \_\_\_\_\_

Date Approved: \_\_\_\_\_